

Eugene Gibbons, Esq.

1 (Pages 1 to 4)

<p style="text-align: center;">1</p> <p style="text-align: center;">UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA MIAMI DIVISION CASE NO.: 1:22-cv-21004-DPG</p> <p>JESSICA GUASTO, PLAINTIFF, VS. THE CITY OF MIAMI BEACH, FL, A FLORIDA MUNICIPALITY, DEFENDANT.</p> <hr/> <p>DEPOSITION OF: EUGENE GIBBONS, ESQ. DATE: APRIL 18, 2024 TIME: 9:00 A.M. - 9:41 A.M. PLACE: VIA ZOOM REMOTE CONFERENCING REPORTED BY: TIMOFEY GARBUZ, COURT REPORTER NOTARY PUBLIC, STATE OF FLORIDA</p>	<p style="text-align: center;">2</p> <p>1 APPEARANCES: 2 DANIEL B. BARROUKH, ESQ. DEREK SMITH LAW GROUP, PLLC 3 520 BRICKELL KEY DRIVE SUITE 0-301 4 MIAMI, FLORIDA 33131-2433 (786) 688-2335 5 DANIELB@DEREKSMITHLAW.COM COUNSEL APPEARING ON BEHALF OF THE PLAINTIFF. 6 7 8 MICHAEL L. ELKINS, ESQ. MLE LAW 9 1212 NORTHEAST 16TH TERRACE FORT LAUDERDALE, FLORIDA 33304 10 (954) 401-2608 MELKINS@MLELAWFIRM.COM 11 COUNSEL APPEARING ON BEHALF OF THE DEFENDANT. 12 13 ALSO PRESENT: 14 ROBERT BUSCHEL, ESQ. BUSCHEL GIBBONS, P.A. 15 501 E. LAS OLAS BOULEVARD, FLOOR 3 FORT LAUDERDALE, FLORIDA 33301-2881 16 (954) 530-5748 BUSCHEL@BGLAW.COM 17 APPEARING ON BEHALF OF THE WITNESS, EUGENE GIBBONS, ESQ. 18 * * * * * 19 S T I P U L A T I O N S 20 21 It is hereby stipulated and agreed by and 22 between counsel for the respective parties, and the 23 deponent, that the reading and signing of the deposition 24 are hereby reserved. 25</p>
<p style="text-align: center;">3</p> <p>1 I N D E X 2 WITNESS PAGE 3 EUGENE GIBBONS, ESQ. 4 Direct Examination by Mr. Elkins 4 5 6 E X H I B I T S 7 DEPOSITION DESCRIPTION PAGE 8 Exhibit Number 1 Settlement Agreement and Last 11 Chance Agreement 9 10 Exhibit Number 2 Email chain between Gibbons, 15 Elkins and Pancier 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: center;">4</p> <p>1 P R O C E E D I N G S 2 * * * * * 3 THE REPORTER: Okay. Counsel, please state your 4 names and whom you represent for the record. 5 MR. BARROUKH: Daniel Barroukh for the plaintiff, 6 Jessica Salabarria, formerly Jessica Guasto. 7 MR. ELKINS: Michael Elkins on behalf of City of 8 Miami Beach. 9 MR. BUSCHEL: Robert Buschel, on behalf of Gene 10 Gibbons. 11 THE REPORTER: Mr. Gibbons, do you swear or affirm 12 that the statements you give in this matter shall be 13 the truth, the whole truth, and nothing but the truth 14 so help you God? 15 THE WITNESS: I do. 16 THE REPORTER: We may proceed. 17 EUGENE GIBBONS, ESQ., 18 Having been first duly sworn, testified as follows: 19 DIRECT EXAMINATION 20 BY MR. ELKINS: 21 Q. Good morning. Do you have a preference if I call 22 you Gene or Mr. Gibbons. You and I obviously -- 23 A. Whatever you prefer is fine. 24 Q. Well, if you're okay with me calling you Gene, I 25 think that's easier. We have a -- you and I have obviously</p>

Eugene Gibbons, Esq.

2 (Pages 5 to 8)

<p style="text-align: right;">5</p> <p>1 known each other for a long time and have worked on a lot of</p> <p>2 cases opposing each other, so --</p> <p>3 A. Sure.</p> <p>4 Q. All right. Obviously, I'm going to short-circuit</p> <p>5 a whole lot of the preamble, Gene, because I'm going to</p> <p>6 presume you have been involved in an untold number of</p> <p>7 depositions; is that accurate?</p> <p>8 A. No, not really. As a police officer, but not as a</p> <p>9 lawyer.</p> <p>10 Q. Oh, okay.</p> <p>11 A. So it's been a long time since I had to sit for a</p> <p>12 deposition. I've taken them. I haven't sat for them.</p> <p>13 Q. No, I meant taken or observed, defended, all that</p> <p>14 stuff.</p> <p>15 A. Okay. Yeah, yeah. I'm familiar with the process.</p> <p>16 Q. I didn't mean sat for. And I only bring that up</p> <p>17 because I'm going to skip over all the general rules I would</p> <p>18 give a witness that's never been involved in a deposition</p> <p>19 before. Does that make sense?</p> <p>20 A. I'm familiar with the process.</p> <p>21 Q. The only rule I would remind you of, just so make</p> <p>22 it go a little easier, is of course the court reporter can't</p> <p>23 take down two people talking at the same time. So you're</p> <p>24 probably going to anticipate 98 percent of my questions, if</p> <p>25 not a hundred percent of my questions today. Just wait for</p>	<p style="text-align: right;">6</p> <p>1 me to finish the question so we don't give Tim a hard time.</p> <p>2 Is that okay?</p> <p>3 A. Perfect.</p> <p>4 Q. Okay. Can you just give us a very brief</p> <p>5 background of your history, both as a police officer and as</p> <p>6 a labor and employment attorney?</p> <p>7 A. I started my career off as a police officer with</p> <p>8 the City of Coral Gables, first assignment at the University</p> <p>9 of Miami and then transferred to the city patrol or citywide</p> <p>10 Coral Gables back in 1996, roughly, where I was a police</p> <p>11 officer up until 2009. June of 2009, I believe is my</p> <p>12 retirement date.</p> <p>13 I did 16 years total with the City as a police</p> <p>14 officer. Part of -- part of that was working as the</p> <p>15 Union -- a Union rep, and then also as a Union President. I</p> <p>16 was the President for two terms, which is four years,</p> <p>17 two-year terms, where I represented the collective</p> <p>18 bargaining unit for the Fraternal Order of Police, Lodge</p> <p>19 Number 7, which is Coral Gables.</p> <p>20 After that -- well, during that I obtained my J.D.</p> <p>21 from Nova Southeastern University and started practicing</p> <p>22 law -- was admitted to the practice of law in Florida in</p> <p>23 2004.</p> <p>24 Q. And have you always been primarily a labor and</p> <p>25 employment attorney? I know you do some other stuff, but is</p>
<p style="text-align: right;">7</p> <p>1 it fair to say that's, like, your primary practice?</p> <p>2 A. Yeah, the lion's share of my business is</p> <p>3 representing police officers through the Fraternal Order of</p> <p>4 Police Union.</p> <p>5 Q. Okay. I'm going to ask you some questions</p> <p>6 regarding Jessica Salabarria, formerly known as Jessica</p> <p>7 Guasto.</p> <p>8 To be clear, at no point do I want to know or am I</p> <p>9 asking what you talked with Jessica about in the course of</p> <p>10 your representation of her. So even if the question might</p> <p>11 implicate the attorney-client privilege, I'm not asking it.</p> <p>12 I'm sure Rob will jump in and caution you not to reveal any</p> <p>13 privileged communications. I'm not asking for them.</p> <p>14 I am also not asking for any attorney-client</p> <p>15 communications between you and the Fraternal Order of</p> <p>16 Police.</p> <p>17 Again, a question may implicate that, but I'm only</p> <p>18 asking or you should only answer to the extent you can</p> <p>19 without revealing privileged communications. Do you</p> <p>20 understand that?</p> <p>21 A. I do.</p> <p>22 Q. Okay. Do you know Jessica Salabarria?</p> <p>23 A. Yes.</p> <p>24 Q. How do you know her?</p> <p>25 A. I represented her at one point.</p>	<p style="text-align: right;">8</p> <p>1 Q. And what was the --</p> <p>2 A. I might have represented her more than once,</p> <p>3 but -- on other issues before, I'm not sure. But I want to</p> <p>4 say I did. And when I say represented, it was not -- might</p> <p>5 have been in Internal Affairs or something like that.</p> <p>6 So that's part of my duties or part of our job is</p> <p>7 to represent officers when they're being investigated,</p> <p>8 may -- the investigation may lead to nothing, no discipline</p> <p>9 or whatever. But I believe I represented her in internal</p> <p>10 affairs on other -- other matters.</p> <p>11 Q. And can you explain your relationship with the</p> <p>12 Fraternal Order of Police Lodge 8, which I believe is the</p> <p>13 lodge for City of Miami Beach?</p> <p>14 A. Our firm, Buschel Gibbons, is contracted to</p> <p>15 represent the Fraternal Order of Police, Lodge Number 8,</p> <p>16 which is Miami Beach, for legal services and assisting and</p> <p>17 representing our members when needed.</p> <p>18 Q. And so, is it fair to say that, essentially, the</p> <p>19 FOP provides an attorney to its members, and you and/or Rob</p> <p>20 Buschel would be one of those attorneys that would be</p> <p>21 provided?</p> <p>22 A. Yes. If they -- if they give the matter to us or</p> <p>23 assign an attorney for representation, yes.</p> <p>24 Q. And I'm not -- I don't mean that they get an</p> <p>25 attorney for anything. It's related to matters having to do</p>

Eugene Gibbons, Esq.

3 (Pages 9 to 12)

<p style="text-align: right;">9</p> <p>1 with their role at the police department, whether it's a 2 grievance, a disciplinary issue, something -- something 3 involving their job at the City of Miami Beach Police 4 Department? 5 A. Correct. Correct. But sometimes they assign 6 Union reps to represent their members. 7 Q. Understood. I'm referring to a period of time in 8 approximately April/May of 2020. Did you have the 9 opportunity to represent Jessica in an Internal Affairs 10 investigation? 11 A. Off the top of my head, I don't know -- is that in 12 relation to what led to the Last Chance Agreement? 13 Q. It is, yes, absolutely. I'm trying not to ask 14 leading questions, but I mean, I certainly can make it go 15 faster. Yes, did you have the opportunity to -- 16 A. I don't have a good timeline on all of it as far 17 as, like, the date, the month, you know, but yes, I did 18 represent her. I was assigned to represent her by the Union 19 in regards to the matter where she was being investigated, 20 as well as I believe Guasto. 21 Q. Guasto, being Nicholas Guasto? 22 A. Correct. 23 Q. Her then I think boyfriend, then soon-to-be 24 husband, now ex-husband, correct? 25 A. Yeah, I don't -- I don't remember the timing of</p>	<p style="text-align: right;">10</p> <p>1 all that, but -- 2 Q. All right. Fair enough. 3 A. There was -- her name was Salabarria when I 4 undertook representation on it. 5 Q. All right. I'm going to show you -- make it a 6 little easier. Just give me one second. 7 Can you see the document I'm sharing? 8 A. Can you enlarge it a little bit? 9 Q. Sure can. 10 A. Let me get my glasses. Hold on. 11 Q. How's that? 12 A. Okay. I can see it. 13 Q. Okay. Let me just move this over here. 14 Okay. This is a Settlement Agreement entered into 15 between the City of Miami Beach -- you can see that at the 16 top -- Jessica Salabarria, and the FOP, Lodge Number 8, 17 which is the Beach's lodge. And I will scroll down. 18 There's a number of initials on the document. And hold on 19 one second. I'm referring to your representation of Jessica 20 involving IA Case Number 2020-010. Do you remember 21 representing Jessica on that issue and being involved in 22 this Settlement Agreement? 23 A. Yes. 24 Q. Okay. I'm going to scroll down. And you see here 25 where the Union signed the Settlement Agreement?</p>
<p style="text-align: right;">11</p> <p>1 A. Yeah, Kevin Milan, as President, yeah. 2 (Deposition Exhibit Number 1 marked for 3 identification.) 4 BY MR. ELKINS: 5 Q. And did you represent the Union and Jessica in 6 negotiating this Settlement Agreement? 7 A. Yes. 8 Q. I don't want to know the specifics of the 9 negotiations. Thank you. 10 And then also, there's a Last Chance Agreement; do 11 you see this? 12 A. Yes, sir. 13 Q. Did you represent Jessica in the negotiation of 14 this Last Chance Agreement? 15 A. Yes. 16 Q. Okay. I'm going -- see, there's some initials on 17 each page. And I'm going to scroll down. And you see here 18 the Union signed this? 19 A. Yes. 20 Q. Sorry. That's my dog barking. She's keeping 21 everybody safe from iguanas if you can hear that. 22 Did you also represent the Union in negotiating 23 this Last Chance Agreement? 24 A. Yes, that's normal. 25 Q. And did you represent Jessica in negotiating this</p>	<p style="text-align: right;">12</p> <p>1 Last Chance Agreement? 2 A. Yes. 3 Q. Okay. Did Jessica voluntarily enter into both the 4 Settlement Agreement and the Last Chance Agreement? 5 A. I believe she did. 6 Q. Are you aware of anybody that forced her into 7 entering either the Last Chance Agreement or the Settlement 8 Agreement? 9 A. No. If I were, I would have addressed that. 10 Q. Okay. And did you review both of these 11 agreements? 12 A. Yes. 13 Q. Okay. Prior to entering into the Settlement 14 Agreement and the Last Chance Agreement, were you -- was 15 there a meeting held in November -- early November 2020 16 between various representatives of the City, yourself, 17 Michael Pancier and Jessica? 18 A. Yes. 19 Q. Do you remember that meeting? 20 A. Generally. 21 Q. What do you remember was the purpose of that 22 meeting? 23 A. I believe -- my memory is the purpose of that 24 meeting was to come to a -- or attempt to come to a global 25 resolution between -- because there was two things I think</p>

Eugene Gibbons, Esq.

4 (Pages 13 to 16)

<p style="text-align: right;">13</p> <p>1 going on mainly. There was an EEOC charge, which I wasn't 2 representing Jessica on. She had another attorney, Michael 3 Pancier, who was, like, you know, the lead counsel for her 4 and her representative for that matter. And then I was 5 there for the Internal Affairs disciplinary component. And 6 then yourself, who was representing the City. And I -- I 7 recall the general purpose of that meeting was to try to 8 come to a global resolution of all her claims and the 9 City's.</p> <p>10 Q. Sort of like a settle all family business meeting; 11 is that fair to say?</p> <p>12 A. Yeah. I don't know if it's family. But yeah. 13 It's settle the employer/employee/Union business.</p> <p>14 Q. Okay. But it was not a secret -- correct me if 15 I'm wrong -- that the meeting was to handle both the EEOC 16 charge that was pending and the Internal Affairs 17 investigation; is that fair to say?</p> <p>18 A. Well, yeah, that's -- yes, obviously, I can't 19 settle, nor could I have any authority to settle her EEOC 20 claim, so Mr. Pancier had to be involved.</p> <p>21 Q. Did Jessica know the purpose of the meeting? 22 MR. BARROUKH: Objection to form. 23 THE WITNESS: Well -- 24 BY MR. ELKINS: 25 Q. You can answer.</p>	<p style="text-align: right;">14</p> <p>1 A. I believe so.</p> <p>2 Q. Okay. Do you remember if Jessica and the FOP 3 agreed to toll the 180-day rule because of the settlement 4 negotiations for the Internal Affairs investigation?</p> <p>5 A. You know, I don't know. May have. I don't 6 remember.</p> <p>7 Q. Okay. Well, first, I'll show you -- I'm going to 8 show you an email that I think will refresh your 9 recollection.</p> <p>10 But can you explain what the 180-day rule is in 11 relation to police officer --</p> <p>12 A. I was in a couple months ago. So I honestly don't 13 know what it is anymore. But generally speaking, the 14 180-day rule is a provision that was put into the Law 15 Enforcement Officer's Bill of Rights, LEOBR, which is 16 Chapter 112.532 and others.</p> <p>17 Basically, says that you, the agency/the police 18 department has to notify the officer within 180 days of the 19 complaint when they receive the complaint of the proposed 20 discipline that they're going to seek against officers.</p> <p>21 So not only do they have to wrap up their 22 investigation, but they have to present the officer with the 23 specific discipline they're going to be seeking, so to bring 24 closure.</p> <p>25 And the gist behind it all was to bring closure to</p>
<p style="text-align: right;">15</p> <p>1 the officer so they're not sitting under the, you know, the 2 bad light of an investigation for longer than necessary. So 3 it kind of was to have agencies speed up their 4 investigations, not sit on them, and get them done within a 5 prompt time, which six months, 180 days, was the 6 determination, but --</p> <p>7 And so, if they do not meet the 180 days, then the 8 agency cannot discipline the officer.</p> <p>9 Q. Basically, if the agency blows the 180 days, they 10 waive the ability to discipline, subject to some limitations 11 of course, but generally?</p> <p>12 A. Right. Obviously, there's exceptions: If there's 13 a criminal investigation, if the officer is unavailable for 14 whatever reason, you know, there's a whole bunch of 15 exceptions that fall under that toll, the 180 days. So if 16 none of those apply, then yes.</p> <p>17 Q. And the officer can also agree to toll the 180 18 days, correct?</p> <p>19 A. Correct.</p> <p>20 Q. Okay. I'm going to show you what I'm marking as 21 Exhibit 2. 22 (Deposition Exhibit Number 2 marked for 23 identification.) 24 BY MR. ELKINS: 25 Q. This Exhibit 2 is actually a series of emails I'll</p>	<p style="text-align: right;">16</p> <p>1 tell you, between you, myself, and Michael Pancier. I'll 2 represent that these emails are basically us scheduling the 3 November meeting.</p> <p>4 But I'm really, for purposes of this deposition, 5 concerned with this first email, which take a minute and 6 read it. Let me know if you need anything.</p> <p>7 A. Can you enlarge it a little bit, Mike? I can't --</p> <p>8 Q. Of course. Of course. How's that?</p> <p>9 A. Yeah, that's better. Okay, yeah.</p> <p>10 Q. All right. So does this refresh your recollection 11 as to whether the 180-day period was tolled?</p> <p>12 A. I mean, I'm reading it, and you're -- am I on this 13 email? Yes, I'm on it. So yeah, it sounds right.</p> <p>14 Q. Okay. And was the purpose of tolling the 180 days 15 so that we -- and extending the time for the City to respond 16 to the EEOC charge so that the parties could attempt to 17 reach a global resolution on all issues?</p> <p>18 A. Yes.</p> <p>19 Q. And was Jessica aware of all that? 20 MR. BARROUKH: Objection. Form. 21 BY MR. ELKINS: 22 Q. If you know.</p> <p>23 A. I don't know if I specifically spoke to Jessica 24 about that, but I know I would have spoken to the Union 25 about it, who may have spoken to her about it. I don't</p>

Eugene Gibbons, Esq.

5 (Pages 17 to 20)

<p style="text-align: right;">17</p> <p>1 know, but --</p> <p>2 Q. Okay. But --</p> <p>3 A. I can't tell you for certainty.</p> <p>4 Q. But the Union was acting on her behalf in this</p> <p>5 matter, correct?</p> <p>6 A. Yes.</p> <p>7 Q. Did she ever object at any point?</p> <p>8 A. Not that I'm aware of.</p> <p>9 Q. Okay. Okay. And then, ultimately, I showed you</p> <p>10 earlier a Settlement Agreement and the Last Chance</p> <p>11 Agreement. Ultimately, the City, Jessica and the Union did</p> <p>12 reach a resolution, correct?</p> <p>13 A. And Mr. Pancier.</p> <p>14 Q. And Mr. Pancier, correct.</p> <p>15 So I want to talk a little bit about the November</p> <p>16 meeting, and then I'm going to fast-forward to Jessica's</p> <p>17 separation from employment.</p> <p>18 At that November meeting, do you recall if you</p> <p>19 gave a statement -- I don't know -- I don't mean a statement</p> <p>20 formally, but if you said at the beginning of the meeting to</p> <p>21 the entire room that the meeting was a confidential</p> <p>22 settlement meeting? Do you remember saying that?</p> <p>23 A. Yes, a hundred percent.</p> <p>24 Q. Okay. Was the meeting at any point an officer</p> <p>25 interrogation under Chapter 112?</p>	<p style="text-align: right;">18</p> <p>1 A. In my opinion, no. We were in there to try to</p> <p>2 resolve all the matters and obtain a Settlement Agreement.</p> <p>3 And I specifically wanted to make sure that any discussions</p> <p>4 that took place back and forth were confidential and that</p> <p>5 they would not be used by either party, and that they were</p> <p>6 protected communications inside that meeting for the sole</p> <p>7 purpose of trying to come to a resolution for everybody.</p> <p>8 Q. And you gave -- you gave a -- I'm going to call it</p> <p>9 a speech. Maybe "speech" is the wrong word, but I'm going</p> <p>10 to call it that. You gave a speech at the beginning of the</p> <p>11 meeting that made clear to everybody in the room -- and by</p> <p>12 everybody, I mean, myself, Michael Pancier, Jessica and all</p> <p>13 of the representatives of the City -- that it was a</p> <p>14 confidential settlement discussion akin to a mediation with</p> <p>15 all of the confidentiality rules that apply to a mediation;</p> <p>16 is that accurate?</p> <p>17 A. Yes. Me and Mr. Pancier wanted to make sure that</p> <p>18 that was the case so that the City could not and would not</p> <p>19 be able to use anything that might have been said or uttered</p> <p>20 against Jessica.</p> <p>21 Q. And did the City agree to that?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Just a few more questions on the November</p> <p>24 meeting and then I'll move on. And then, actually, I think</p> <p>25 I'll be -- I'm almost close to being finished.</p>
<p style="text-align: right;">19</p> <p>1 During the group -- I'm not talking about anything</p> <p>2 that happened in your caucuses. I am only -- all these</p> <p>3 questions relate solely to the group session for the</p> <p>4 November 2020 meeting.</p> <p>5 During the group section, did anybody from the</p> <p>6 City interrogate Jessica?</p> <p>7 A. I don't recall that. Not at all.</p> <p>8 Q. Okay. You don't recall if --</p> <p>9 A. I don't know what interrogation means. Like,</p> <p>10 it's --</p> <p>11 Q. Okay. I'll -- that's a fair point. I'll clarify.</p> <p>12 Did anybody from the City, whether it be A.J.</p> <p>13 Prieto, Chief Clements, Michael Smith, ask Jessica any</p> <p>14 questions?</p> <p>15 A. I don't -- I mean, I know we met in a room. There</p> <p>16 was the group meeting. Then we went off into another room.</p> <p>17 Right? And where we had this confidential settlement</p> <p>18 discussions. Right?</p> <p>19 Q. I'm talking about the group meeting.</p> <p>20 A. Well, which group meeting? That's what I'm trying</p> <p>21 to -- we met all -- the Chief, everybody was in one room,</p> <p>22 you. Then we kind of broke off and went into the settlement</p> <p>23 discussion room.</p> <p>24 Q. Well, by we -- well, let's break that down a</p> <p>25 little bit.</p>	<p style="text-align: right;">20</p> <p>1 First, everybody met in the big Chief conference</p> <p>2 room?</p> <p>3 A. Correct.</p> <p>4 Q. Correct?</p> <p>5 A. Right. And I don't -- I think I spoke in that</p> <p>6 room. I don't know who else did. Maybe Mr. Pancier may</p> <p>7 have, yourself.</p> <p>8 Q. That's when you gave the speech to everybody to</p> <p>9 confirm that this was a confidential settlement meeting,</p> <p>10 that all the communications that we were sharing were going</p> <p>11 to fall under the mediation rules of confidentiality because</p> <p>12 we were attempting to resolve both the Internal Affairs</p> <p>13 claim and the EEOC charge; is that accurate?</p> <p>14 A. Right. And then we broke -- then we broke off --</p> <p>15 Q. Well, hold on.</p> <p>16 A. -- and had those discussions.</p> <p>17 Q. Hold on. When you say "we broke off," are you</p> <p>18 referring to the lawyers going into --</p> <p>19 A. Yes.</p> <p>20 Q. -- a separate room to caucus and start discussing</p> <p>21 broad-based terms of a resolution?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. I'm not referring to the lawyers caucusing.</p> <p>24 All my questions relate to what happened in that room when</p> <p>25 everybody was in the --</p>

Eugene Gibbons, Esq.

6 (Pages 21 to 24)

<p style="text-align: right;">21</p> <p>1 A. Okay.</p> <p>2 Q. -- big Chief conference room. So sorry for that.</p> <p>3 During that portion do you remember if anyone from</p> <p>4 the City questioned Jessica directly?</p> <p>5 A. Honestly, I don't remember. I mean, I just don't</p> <p>6 remember. But if they did, it was under, you know, our</p> <p>7 representation and with the understanding it was</p> <p>8 confidential, so --</p> <p>9 Q. Was there any -- was there any -- during that</p> <p>10 meeting, did you view anything that happened in the group</p> <p>11 meeting as an interrogation as that's defined under Chapter</p> <p>12 112 in the Police Officer Bill of Rights?</p> <p>13 A. Well, no. No, because it was confidential. It</p> <p>14 was for settlement purposes. It was not the agency</p> <p>15 interrogating her for an investigation.</p> <p>16 Q. And at any point in that meeting, did you object</p> <p>17 or raise any objection and say, no, this is an improper 112</p> <p>18 interrogation?</p> <p>19 A. No.</p> <p>20 Q. Why not?</p> <p>21 A. Because there was no 112 interrogation going on.</p> <p>22 It was a settlement -- confidential settlement discussion.</p> <p>23 Q. Okay.</p> <p>24 A. It was a meeting to resolve the potential</p> <p>25 discipline and everything that was, the EEOC claim, the --</p>	<p style="text-align: right;">22</p> <p>1 all the claims with the City.</p> <p>2 Q. I understand that. And let me clarify why I'm</p> <p>3 asking. Jessica has taken the position in this lawsuit that</p> <p>4 her rights under Chapter 112 were violated by the City</p> <p>5 during that November meeting. That's why I'm asking these</p> <p>6 questions. Do you understand that?</p> <p>7 A. I understand.</p> <p>8 Q. Okay. I'm going to move on to my next part here,</p> <p>9 which is Jessica's separation from employment. Are you</p> <p>10 familiar with Jessica's separation from employment?</p> <p>11 A. Well, in -- that's a pretty open question, so in</p> <p>12 what regards?</p> <p>13 Now, the Last Chance Agreement we designed and put</p> <p>14 together to avoid termination, at least that's -- that was</p> <p>15 my objective, was to not have her terminated, unemployed and</p> <p>16 not receiving a paycheck and going through the potential</p> <p>17 uncertainties of arbitration to try to get her job back, you</p> <p>18 know. And so, in that regard, I know that we came to a</p> <p>19 resolution on a level of discipline as well as a Last Chance</p> <p>20 Agreement.</p> <p>21 Q. Well, you're familiar that in January of 2021, the</p> <p>22 City invoked the Letter of Resignation as part of the Last</p> <p>23 Chance Agreement and Jessica was separated from employment.</p> <p>24 You know that that happened, right?</p> <p>25 A. I did find out that that happened, yes.</p>
<p style="text-align: right;">23</p> <p>1 Q. Do you know if the FOP filed a grievance on</p> <p>2 Jessica's behalf to grieve that separation from employment?</p> <p>3 A. I think I saw a grievance on it. I don't know if</p> <p>4 the FOP filed it or somebody else. But I don't know.</p> <p>5 Q. Okay. It's possible, though, that somebody else,</p> <p>6 a different lawyer, filed it?</p> <p>7 A. I mean, our Last Chance Agreement was our Last</p> <p>8 Chance Agreement. And if the City invoked it, and I felt</p> <p>9 or, you know, that it was done improperly, then we would</p> <p>10 have challenged the Last Chance Agreement enforcement.</p> <p>11 Q. Right. And did the FOP challenge the enforcement</p> <p>12 of the Last Chance Agreement?</p> <p>13 A. I don't believe so.</p> <p>14 Q. Right. And did the Last Chance Agreement</p> <p>15 essentially convert Jessica to an employee-at-will?</p> <p>16 A. That's -- I mean, that's kind of a hard legal</p> <p>17 question to answer. I think that -- certainly, she</p> <p>18 submitted an irrevocable Letter of Resignation along with</p> <p>19 it. I don't have the agreement in front of me, but if you</p> <p>20 have it.</p> <p>21 Q. Of course. Let me --</p> <p>22 A. I know you couldn't just -- they couldn't just</p> <p>23 terminate her for any reason. I mean, that was -- that was</p> <p>24 certainly not going to be the case. I would have never had</p> <p>25 such loose terms.</p>	<p style="text-align: right;">24</p> <p>1 But usually -- usually, I try to have them tied to</p> <p>2 the same misconduct she's alleged to have occurred or that</p> <p>3 the officer generally, not just, oh, well, you showed up</p> <p>4 late to work for today, now we're firing you. It would be</p> <p>5 too loose, too whimsical, but -- so usually I try to tailor</p> <p>6 them so that it's, you know, they -- the employee knows this</p> <p>7 is the misconduct they don't want to see again. And don't</p> <p>8 do it again. Because if they do in the time period of the</p> <p>9 Last Chance, or not forever, but just don't do it. Be on</p> <p>10 your best behavior. And that's -- that's kind of the</p> <p>11 overall gist of it.</p> <p>12 Q. Let me clarify that question. By</p> <p>13 employee-at-will, what I mean is, not the generic</p> <p>14 employment-at-will that we kind of all know that --</p> <p>15 A. Right. That's --</p> <p>16 Q. Hold on. Let's not talk over each other just for</p> <p>17 Tim's sake.</p> <p>18 -- that we all know in the private sector.</p> <p>19 What I'm referring to really is the fact that</p> <p>20 under the Collective Bargaining Agreement and, obviously,</p> <p>21 general labor law as a public sector employee and a police</p> <p>22 officer, police officers are entitled to a level of due</p> <p>23 process before any type of discipline, correct?</p> <p>24 A. Say that again. I was reading the agreement.</p> <p>25 Q. Yeah. I'm going to walk you through the</p>

Eugene Gibbons, Esq.

7 (Pages 25 to 28)

<p style="text-align: right;">25</p> <p>1 agreement, so you don't have to go into the agreement just 2 yet.</p> <p>3 Generally speaking, under labor law, Florida state 4 law is what -- police officers, as well as the constitution 5 police officers because their government employees, they 6 have a property interest in their job, they are -- and 7 through the Collective Bargaining Agreement, they are 8 entitled to a level of due process and certain procedures 9 prior to the City undertaking any type of discipline against 10 them. Correct?</p> <p>11 A. Correct.</p> <p>12 Q. But generally speaking, when an officer enters 13 into a Last Chance Agreement, there is essentially a waiver 14 of some of those provisions, correct?</p> <p>15 A. Yes.</p> <p>16 Q. So most Last Chance Agreements -- we are going to 17 get into this one specifically. But generally, Last Chance 18 Agreements tend to waive the procedural due process rights 19 guaranteed under the Collective Bargaining Agreement, for 20 example; is that fair to say?</p> <p>21 A. Depending on the agreement, yes, and its terms.</p> <p>22 Q. Okay. Perfect.</p> <p>23 So getting into Jessica's agreement -- I'm going 24 to scroll down. Okay. It says here that -- in paragraph 2: 25 "During this period, Salabarria must be on duty and in City</p>	<p style="text-align: right;">26</p> <p>1 limits during all of her scheduled shifts, unless given 2 prior authorization. For the avoidance of confusion, this 3 means that during the terms of this agreement, Salabarria 4 shall not be outside the City limits when she's on duty, 5 shall not tell the City she's on duty when she is outside 6 the City limits and shall not leave before the end of her 7 scheduled shift unless given prior authorization."</p> <p>8 Do you remember that?</p> <p>9 A. Yeah. Yes.</p> <p>10 Q. So that's one specific thing that this Last Chance 11 Agreement addresses, correct?</p> <p>12 A. Correct.</p> <p>13 Q. Then it says: "Additionally, Salabarria shall 14 refrain from violating any City or the police department 15 policies, rules or regulations; Standard Operating 16 Procedures, or Personnel Rules, all of which (including any 17 amendments or additions) are incorporated herein by 18 reference. In any instance during which City or police 19 department policies, procedures or Personnel Rules differ 20 from or conflict with the stipulations set forth in the 21 Collective Bargaining Agreement, the City or police 22 department policies, procedures or Personnel Rules shall 23 prevail."</p> <p>24 Is that accurate -- an accurate representation of 25 what this says?</p>
<p style="text-align: right;">27</p> <p>1 A. Yes.</p> <p>2 Q. Okay. Then it says: "The Chief of Police shall 3 exclusively assess and determine employee's compliance with 4 this agreement. The Chief's decision as to compliance with 5 this agreement shall not be subject to any grievance and/or 6 review of any kind by Salabarria and/or the Union and is not 7 subject to explanation or review."</p> <p>8 So does that mean that the City -- basically, that 9 the Chief and the City had the ability to implement this 10 agreement and not even explain why?</p> <p>11 MR. BUSCHEL: I'm going to object. I'm going to 12 object because I think you're asking Gene for legal 13 opinions on an interpretation of a contract. And I 14 think the contract speaks for itself.</p> <p>15 MR. ELKINS: Okay. I'll rephrase. That's fair.</p> <p>16 BY MR. ELKINS:</p> <p>17 Q. Does the agreement state that the City's decision 18 is not subject to explanation or review?</p> <p>19 A. It's what it says.</p> <p>20 Q. Okay.</p> <p>21 A. Can you just scroll down? Can I read the rest of 22 it?</p> <p>23 Q. Yeah, I'm going to actually read paragraph 5 now, 24 which is the last paragraph I'm going to read, but may be 25 the most important.</p>	<p style="text-align: right;">28</p> <p>1 "Failure to comply with any portion or requirement 2 of this agreement, including, but not limited to, the 3 requirement not to violate any City or police department 4 policies, Standard Operating Procedures or personnel rules 5 as referenced in paragraph 3 above, may result in immediate 6 implementation of the attached Letter of Resignation, as 7 referenced in paragraph 9 below. It is the intent and 8 understanding of the parties that the violations 9 contemplated to trigger the implementation of the attached 10 Letter of Resignation shall not be for individual, discreet 11 minor policy and procedural violations. The parties agree 12 that repeated violation of the same discreet, minor policy 13 may result in an event triggering the implementation of the 14 attached Letter of Resignation. In that event, the employee 15 and the Union understand and agree there will be no recourse 16 or review available pursuant to any grievance, appeal or 17 review process under any federal, state or local statute 18 ordinance, Collective Bargaining Agreement or in any other 19 form or under any other process or procedure."</p> <p>20 Do you want to take a minute and just digest that 21 before I ask you --</p> <p>22 A. Yeah, that's -- that's -- I remember that.</p> <p>23 Q. First of all, is any of this language that I've 24 read to you in this Last Chance Agreement unusual or 25 completely different than other types of language you might</p>

Eugene Gibbons, Esq.

8 (Pages 29 to 32)

<p style="text-align: right;">29</p> <p>1 see or have been involved with in Last Chance Agreements?</p> <p>2 A. I'm -- I mean, that's hard to say. Each Last</p> <p>3 Chance Agreement I try to negotiate. Obviously, it's a</p> <p>4 negotiation. So I -- I have to get the City -- City to</p> <p>5 agree on what they're willing to move to agree to in it.</p> <p>6 And so, it's all in negotiation, right?</p> <p>7 So this was the language that we, from our</p> <p>8 standpoint, I could get in there the best to try to protect</p> <p>9 her --</p> <p>10 Q. And this is --</p> <p>11 A. So she wasn't fired for some, like, we entered</p> <p>12 this Last Chance Agreement, and then, a week later the Chief</p> <p>13 goes, oh, you were late for roll call, you're fired. You</p> <p>14 know? And -- and you know, I believe you and I had</p> <p>15 discussions about that, that I -- we didn't want her to be</p> <p>16 able to be terminated for something minor that, you know,</p> <p>17 because, you know, it's -- it's just -- that wasn't the</p> <p>18 intent.</p> <p>19 Q. Is a police officer not telling -- in general, if</p> <p>20 a police officer tells a supervisor that they've done</p> <p>21 something or that they are in a location and they're not</p> <p>22 really there, is that minor in general?</p> <p>23 MR. BUSCHEL: I'm going to object. I think that</p> <p>24 calls for an opinion. And we don't want a Union lawyer</p> <p>25 starting to give opinions about what's appropriate</p>	<p style="text-align: right;">30</p> <p>1 discipline --</p> <p>2 MR. ELKINS: That's fair.</p> <p>3 MR. BUSCHEL: -- in general.</p> <p>4 BY MR. ELKINS:</p> <p>5 Q. I'll ask it a different way. Did the FOP file any</p> <p>6 grievance or any type of legal challenge to Jessica's</p> <p>7 separation from employment?</p> <p>8 A. Not that I'm aware of.</p> <p>9 Q. If you were aware or if --</p> <p>10 Or let me ask it this way: If the FOP had</p> <p>11 determined that Jessica's separation was for an individual</p> <p>12 discreet, minor policy or procedural violation, would it</p> <p>13 have filed a grievance or challenged the separation in some</p> <p>14 way?</p> <p>15 A. I mean, it's speculative, but --</p> <p>16 Q. Sure. I'm totally asking you to speculate.</p> <p>17 A. Possibly. Should have, yeah.</p> <p>18 Q. Okay. But that didn't happen here, correct?</p> <p>19 A. Not that I'm aware of.</p> <p>20 Q. Okay. Were you aware of a meeting --</p> <p>21 Let me ask you this: Based upon the Last Chance</p> <p>22 Agreement and the Settlement Agreement, when the City -- if</p> <p>23 the City or when the City wanted to implement the Letter of</p> <p>24 Resignation, was it required -- was the City required to</p> <p>25 conduct an investigation or do any type of interview with</p>
<p style="text-align: right;">31</p> <p>1 Jessica prior to implementing the Letter of Resignation that</p> <p>2 you're aware of?</p> <p>3 A. I don't know how I can answer that question.</p> <p>4 MR. BUSCHEL: Yeah, start that question again.</p> <p>5 MR. ELKINS: You know what? I'll withdraw the</p> <p>6 question.</p> <p>7 MR. BUSCHEL: It calls for a lot of legal</p> <p>8 conclusion.</p> <p>9 BY MR. ELKINS:</p> <p>10 Q. Yeah, I'm certainly not asking you to do that.</p> <p>11 MR. ELKINS: So Bob, I appreciate the objections</p> <p>12 and I'll just withdraw that question.</p> <p>13 Give me a minute. I might be done. Or give me</p> <p>14 five minutes, if you can. I might be done. So we</p> <p>15 can -- can we go off the record, let me take five and</p> <p>16 just go through my notes and make sure I covered what I</p> <p>17 wanted to cover.</p> <p>18 THE REPORTER: Off the record.</p> <p>19 (Recess was taken.)</p> <p>20 MR. ELKINS: I have nothing further.</p> <p>21 MR. BUSCHEL: Okay.</p> <p>22 MR. BARROUKH: I have nothing further either.</p> <p>23 THE REPORTER: Read or waive?</p> <p>24 Robert, you have questions?</p> <p>25 MR. BUSCHEL: We'll reserve -- we'll reserve the</p>	<p style="text-align: right;">32</p> <p>1 right to read the deposition.</p> <p>2 MR. ELKINS: I'm ordering, Tim. Mini only. Same</p> <p>3 as all the others. Oh, and let me drop the exhibits in</p> <p>4 the chat.</p> <p>5 THE REPORTER: Okay.</p> <p>6 MR. BARROUKH: I'll hold off for now as well.</p> <p>7 THE REPORTER: Okay.</p> <p>8 (Deposition concluded at 9:41 a.m.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

33

34

1 CERTIFICATE OF OATH
2 STATE OF FLORIDA
3 COUNTY OF BROWARD
4 I, TIMOFEY GARBUZ, Notary Public, State of Florida,
5 certify that EUGENE GIBBONS, ESQ. personally appeared before
6 me via Zoom on the 18th day of April 2024 and was duly
7 sworn.
8 Signed this 18th day of April 2024.

11	TIMOFEY GARBUZ Notary Public State of Florida
12	My Commission #HH 284028 Expires July 5, 2026

1 REPORTER'S DEPOSITION CERTIFICATE
2 STATE OF FLORIDA)
3 COUNTY OF PALM BEACH)

5 I, TIMOFEY GARBUIZ, Court Reporter, certify that I was
authorized to and did report the Deposition of EUGENE
6 GIBBONS, ESQ.; that a review of the transcript was
requested; and that the foregoing transcript, pages 1-32, is
7 a true and complete record of my stenographic notes.

8 I FURTHER CERTIFY that I am not a relative,
employee, attorney or counsel of any of the parties,
9 nor am I a relative or employee of any of the parties'
attorney or counsel connected with the action, nor am I
10 financially interested in the action.

DATED this 4th day of May 2024.

15 TIMOFEY GARBUZ
COURT REPORTER

35

36

1 ERRATA SHEET
2 DO NOT WRITE ON THE TRANSCRIPT - ENTER CHANGES
3 IN RE: GUASTO V CITY OF MIAMI BEACH
CASE NO: 1:22-cv-21004-DPG
4 DATE: APRIL 18, 2024
DEPONENT NAME: EUGENE GIBBONS, ESQ.

6	PAGE/LINE	CORRECTION	REASON
---	-----------	------------	--------

8	
9	
10	
11	
12	
13	
14	
15	
16	

(Use other side if necessary)

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated are true.

EUGENE GIBBONS, ESO.

DATE

1 DATE: MAY 4, 2024
2 EUGENE GIBBONS, ESQ.
C/O BUSCHEL@BGLAW-PA.COM.GOV

IN RE: GUASTO V CITY OF MIAMI BEACH
Deposition of Eugene Gibbons

5 This letter is to advise you that the transcript
taken in the above-referenced deposition has been
6 transcribed. Please contact our office at (954)523-5326 to
make arrangements to read and sign or sign below to waive
7 review of the transcript.

8 It is suggested that the review of this transcript
be completed within 30 days of your receipt of this letter
9 as considered reasonable under Federal Rules*; however,
there is no Florida Statute to this regard.

11 The original of this transcript has been forwarded
12 to the ordering party and your errata, once received, will
be forwarded to all ordering parties for inclusion in the
transcript.

13 Very truly yours,

15 Timofey Garbuz, Court Reporter

16 Waiver:

17 I, _____, hereby waive the reading and signing
18 of my deposition transcript.

DEPONENT _____ DATE _____

*Federal Civil Procedure Rule 30(e)Florida Civil Procedure
Rule 1.310(e).

Eugene Gibbons, Esq.

Page 37

A	25:1,7,13,19 25:21,23 26:3 26:11,21 27:4 27:5,10,17 28:2,18,24 29:3,12 30:22 30:22	27:12 30:16 31:10 assess 27:3 assign 8:23 9:5 assigned 9:18 assignment 6:8 assisting 8:16 attached 28:6,9 28:14 attempt 12:24 16:16 attempting 20:12 attorney 6:6,25 8:19,23,25 13:2 34:8,9 attorney-client 7:11,14 attorneys 8:20 authority 13:19 authorization 26:2,7 authorized 34:5 available 28:16 avoid 22:14 avoidance 26:2 aware 12:6 16:19 17:8 30:8,9,19,20 31:2	Based 30:21 basically 14:17 15:9 16:2 27:8 Beach 1:8 4:8 8:13,16 9:3 10:15 34:3 35:3 36:3 Beach's 10:17 beginning 17:20 18:10 behalf 2:5,11,17 4:7,9 17:4 23:2 behavior 24:10 believe 6:11 8:9 8:12 9:20 12:5 12:23 14:1 23:13 29:14 best 24:10 29:8 better 16:9 big 20:1 21:2 Bill 14:15 21:12 bit 10:8 16:7 17:15 19:25 blows 15:9 Bob 31:11 BOULEVARD 2:15 boyfriend 9:23 break 19:24 BRICKELL 2:3 brief 6:4 bring 5:16 14:23 14:25 broad-based 20:21 broke 19:22 20:14,14,17 BROWARD 33:3 bunch 15:14 Buschel 2:14,14 4:9,9 8:14,20 27:11 29:23 30:3 31:4,7,21 31:25	BUSCHEL@... 36:2 BUSCHEL@... 2:16 business 7:2 13:10,13
A.J 19:12 a.m 1:14,14 32:8 ability 15:10 27:9 able 18:19 29:16 above-referen... 36:5 absolutely 9:13 accurate 5:7 18:16 20:13 26:24,24 acting 17:4 action 34:9,10 Additionally 26:13 additions 26:17 addressed 12:9 addresses 26:11 admitted 6:22 advise 36:5 affairs 8:5,10 9:9 13:5,16 14:4 20:12 affirm 4:11 agencies 15:3 agency 15:8,9 21:14 agency/the 14:17 ago 14:12 agree 15:17 18:21 28:11,15 29:5,5 agreed 2:21 14:3 agreement 3:8,8 9:12 10:14,22 10:25 11:6,10 11:14,23 12:1 12:4,4,7,8,14 12:14 17:10,11 18:2 22:13,20 22:23 23:7,8 23:10,12,14,19 24:20,24 25:1	agreements 12:11 25:16,18 29:1 akin 18:14 alleged 24:2 amendments 26:17 and/or 8:19 27:5 27:6 answer 7:18 13:25 23:17 31:3 anticipate 5:24 anybody 12:6 19:5,12 anymore 14:13 appeal 28:16 APPEARANC... 2:1 appeared 33:5 APPEARING 2:5,11,17 apply 15:16 18:15 appreciate 31:11 appropriate 29:25 approximately 9:8 April 1:13 33:6 33:8 35:4 April/May 9:8 arbitration 22:17 arrangements 36:6 asking 7:9,11,13 7:14,18 22:3,5	B B 2:2 3:6 back 6:10 18:4 22:17 background 6:5 bad 15:2 bargaining 6:18 24:20 25:7,19 26:21 28:18 barking 11:20 Barroukh 2:2 4:5,5 13:22 16:20 31:22 32:6	C C 4:1 C/O 36:2 call 4:21 18:8,10 29:13 calling 4:24 calls 29:24 31:7 career 6:7 case 1:5 10:20 18:18 23:24 35:3 cases 5:2 caucus 20:20 caucuses 19:2 caucusing 20:23 caution 7:12 certain 25:8 certainly 9:14 23:17,24 31:10 certainty 17:3 CERTIFICATE 33:1 34:1 certify 33:5 34:5 34:8 chain 3:9 challenge 23:11 30:6 challenged 23:10 30:13 Chance 3:8 9:12 11:10,14,23 12:1,4,7,14 17:10 22:13,19 22:23 23:7,8 23:10,12,14 24:9 25:13,16 25:17 26:10 28:24 29:1,3	

Eugene Gibbons, Esq.

Page 38

29:12 30:21 CHANGES 35:2 Chapter 14:16 17:25 21:11 22:4 charge 13:1,16 16:16 20:13 chat 32:4 Chief 19:13,21 20:1 21:2 27:2 27:9 29:12 Chief's 27:4 city 1:8 4:7 6:8,9 6:13 8:13 9:3 10:15 12:16 13:6 16:15 17:11 18:13,18 18:21 19:6,12 21:4 22:1,4,22 23:8 25:9,25 26:4,5,6,14,18 26:21 27:8,9 28:3 29:4,4 30:22,23,23,24 35:3 36:3 City's 13:9 27:17 citywide 6:9 Civil 36:20,20 claim 13:20 20:13 21:25 claims 13:8 22:1 clarify 19:11 22:2 24:12 clear 7:8 18:11 Clements 19:13 close 18:25 closure 14:24,25 collective 6:17 24:20 25:7,19 26:21 28:18 come 12:24,24 13:8 18:7 Commission 33:12	communicatio... 7:13,15,19 18:6 20:10 complaint 14:19 14:19 complete 34:7 completed 36:8 completely 28:25 compliance 27:3 27:4 comply 28:1 component 13:5 concerned 16:5 concluded 32:8 conclusion 31:8 conduct 30:25 conference 20:1 21:2 CONFEREN... 1:15 confidential 17:21 18:4,14 19:17 20:9 21:8,13,22 confidentiality 18:15 20:11 confirm 20:9 conflict 26:20 confusion 26:2 connected 34:9 considered 36:9 constitution 25:4 contact 36:6 contemplated 28:9 contract 27:13 27:14 contracted 8:14 convert 23:15 Coral 6:8,10,19 correct 9:5,5,22 9:24 13:14 15:18,19 17:5	17:12,14 20:3 20:4 24:23 25:10,11,14 26:11,12 30:18 CORRECTION 35:6 counsel 2:5,11 2:22 4:3 13:3 34:8,9 COUNTY 33:3 34:3 couple 14:12 course 5:22 7:9 15:11 16:8,8 23:21 court 1:2,16 5:22 34:5,15 36:15 cover 31:17 covered 31:16 criminal 15:13 <hr/> D D 3:1 4:1 Daniel 2:2 4:5 DANIELB@D... 2:5 date 1:13 6:12 9:17 35:4,20 36:1,19 DATED 34:11 day 33:6,8 34:11 days 14:18 15:5 15:7,9,15,18 16:14 36:8 decision 27:4,17 declare 35:18 DEFENDANT 1:10 2:11 defended 5:13 defined 21:11 department 9:1 9:4 14:18 26:14,19,22 28:3	Depending 25:21 deponent 2:23 35:4 36:19 deposition 1:12 2:23 3:7 5:12 5:18 11:2 15:22 16:4 32:1,8 34:1,5 36:4,5,18 depositions 5:7 DEREK 2:2 DESCRIPTION 3:7 designed 22:13 determination 15:6 determine 27:3 determined 30:11 differ 26:19 different 23:6 28:25 30:5 digest 28:20 Direct 3:4 4:19 directly 21:4 disciplinary 9:2 13:5 discipline 8:8 14:20,23 15:8 15:10 21:25 22:19 24:23 25:9 30:1 discreet 28:10 28:12 30:12 discussing 20:20 discussion 18:14 19:23 21:22 discussions 18:3 19:18 20:16 29:15 DISTRICT 1:2 1:3 DIVISION 1:4 document 10:7	10:18 35:18 dog 11:20 DRIVE 2:3 drop 32:3 due 24:22 25:8 25:18 duly 4:18 33:6 duties 8:6 duty 25:25 26:4 26:5 <hr/> E E 2:15 3:1,6 4:1 4:1 35:1,1,1 earlier 17:10 early 12:15 easier 4:25 5:22 10:6 EEOC 13:1,15 13:19 16:16 20:13 21:25 either 12:7 18:5 31:22 Elkins 2:8 3:4 3:10 4:7,7,20 11:4 13:24 15:24 16:21 27:15,16 30:2 30:4 31:5,9,11 31:20 32:2 email 3:9 14:8 16:5,13 emails 15:25 16:2 employee 24:6 24:21 28:14 34:8,9 employee's 27:3 employee-at-w... 23:15 24:13 employees 25:5 employer/emp... 13:13 employment 6:6 6:25 17:17
---	---	---	--	---

Eugene Gibbons, Esq.

Page 39

22:9,10,23 23:2 30:7 employment-a... 24:14 enforcement 14:15 23:10,11 enlarge 10:8 16:7 enter 12:3 35:2 entered 10:14 29:11 entering 12:7,13 enters 25:12 entire 17:21 entitled 24:22 25:8 errata 36:11 ESQ 1:12 2:2,8 2:14,17 3:3 4:17 33:5 34:6 35:4,20 36:2 essentially 8:18 23:15 25:13 Eugene 1:12 2:17 3:3 4:17 33:5 34:5 35:4 35:20 36:2,4 event 28:13,14 everybody 11:21 18:7,11,12 19:21 20:1,8 20:25 ex-husband 9:24 Examination 3:4 4:19 example 25:20 exceptions 15:12 15:15 exclusively 27:3 Exhibit 3:8,9 11:2 15:21,22 15:25 exhibits 32:3 Expires 33:12 explain 8:11	14:10 27:10 explanation 27:7,18 extending 16:15 extent 7:18 <hr/> F fact 24:19 facts 35:18 Failure 28:1 fair 7:1 8:18 10:2 13:11,17 19:11 25:20 27:15 30:2 fall 15:15 20:11 familiar 5:15,20 22:10,21 family 13:10,12 far 9:16 fast-forward 17:16 faster 9:15 federal 28:17 36:9,20 felt 23:8 file 30:5 filed 23:1,4,6 30:13 financially 34:10 find 22:25 fine 4:23 finish 6:1 finished 18:25 fired 29:11,13 firing 24:4 firm 8:14 first 4:18 6:8 14:7 16:5 20:1 28:23 five 31:14,15 FL 1:8 FLOOR 2:15 Florida 1:3,9,16 2:4,9,15 6:22	25:3 33:2,4,11 34:2 36:9 follows 4:18 FOP 8:19 10:16 14:2 23:1,4,11 30:5,10 forced 12:6 foregoing 34:6 35:18 forever 24:9 form 13:22 16:20 28:19 formally 17:20 formerly 4:6 7:6 FORT 2:9,15 forth 18:4 26:20 forwarded 36:10,11 four 6:16 Fraternal 6:18 7:3,15 8:12,15 front 23:19 further 31:20,22 34:8 <hr/> G G 4:1 Gables 6:8,10,19 Garbuz 1:16 33:4,10 34:5 34:15 36:15 Gene 4:9,22,24 5:5 27:12 general 5:17 13:7 24:21 29:19,22 30:3 generally 12:20 14:13 15:11 24:3 25:3,12 25:17 generic 24:13 getting 25:23 Gibbons 1:12 2:14,17 3:3,9 4:10,11,17,22	8:14 33:5 34:6 35:4,20 36:2,4 gist 14:25 24:11 give 4:12 5:18 6:1,4 8:22 10:6 29:25 31:13,13 given 26:1,7 glasses 10:10 global 12:24 13:8 16:17 go 5:22 9:14 25:1 31:15,16 God 4:14 goes 29:13 going 5:4,5,17 5:24 7:5 10:5 10:24 11:16,17 13:1 14:7,20 14:23 15:20 17:16 18:8,9 20:10,18 21:21 22:8,16 23:24 24:25 25:16,23 27:11,11,23,24 29:23 good 4:21 9:16 government 25:5 grievance 9:2 23:1,3 27:5 28:16 30:6,13 grieve 23:2 group 2:2 19:1,3 19:5,16,19,20 21:10 guaranteed 25:19 Guasto 1:6 4:6 7:7 9:20,21,21 35:3 36:3 <hr/> H H 3:6 35:1 handle 13:15 happen 30:18	happened 19:2 20:24 21:10 22:24,25 hard 6:1 23:16 29:2 head 9:11 hear 11:21 held 12:15 help 4:14 HH 33:12 history 6:5 hold 10:10,18 20:15,17 24:16 32:6 honestly 14:12 21:5 How's 10:11 16:8 hundred 5:25 17:23 husband 9:24 <hr/> I IA 10:20 identification 11:3 15:23 iguanas 11:21 immediate 28:5 implement 27:9 30:23 implementation 28:6,9,13 implementing 31:1 implicate 7:11 7:17 important 27:25 improper 21:17 improperly 23:9 including 26:16 28:2 inclusion 36:11 incorporated 26:17 individual 28:10
--	---	---	--	--

Eugene Gibbons, Esq.

Page 40

30:11 initials 10:18 11:16 inside 18:6 instance 26:18 intent 28:7 29:18 interest 25:6 interested 34:10 internal 8:5,9 9:9 13:5,16 14:4 20:12 interpretation 27:13 interrogate 19:6 interrogating 21:15 interrogation 17:25 19:9 21:11,18,21 interview 30:25 investigated 8:7 9:19 investigation 8:8 9:10 13:17 14:4,22 15:2 15:13 21:15 30:25 investigations 15:4 invoked 22:22 23:8 involved 5:6,18 10:21 13:20 29:1 involving 9:3 10:20 irrevocable 23:18 issue 9:2 10:21 issues 8:3 16:17	Jessica 1:6 4:6,6 7:6,6,9,22 9:9 10:16,19,21 11:5,13,25 12:3,17 13:2 13:21 14:2 16:19,23 17:11 18:12,20 19:6 19:13 21:4 22:3,23 23:15 31:1 Jessica's 17:16 22:9,10 23:2 25:23 30:6,11 job 8:6 9:3 22:17 25:6 July 33:12 jump 7:12 June 6:11	labor 6:6,24 24:21 25:3 language 28:23 28:25 29:7 LAS 2:15 late 24:4 29:13 LAUDERDA... 2:9,15 law 2:2,8 6:22 6:22 14:14 24:21 25:3,4 lawsuit 22:3 lawyer 5:9 23:6 29:24 lawyers 20:18 20:23 lead 8:8 13:3 leading 9:14 leave 26:6 led 9:12 legal 8:16 23:16 27:12 30:6 31:7 LEOBR 14:15 let's 19:24 24:16 letter 22:22 23:18 28:6,10 28:14 30:23 31:1 36:5,8 level 22:19 24:22 25:8 light 15:2 limitations 15:10 limited 28:2 limits 26:1,4,6 lion's 7:2 little 5:22 10:6,8 16:7 17:15 19:25 local 28:17 location 29:21 lodge 6:18 8:12 8:13,15 10:16 10:17	long 5:1,11 longer 15:2 loose 23:25 24:5 lot 5:1,5 31:7	36:3 Michael 2:8 4:7 12:17 13:2 16:1 18:12 19:13 Mike 16:7 Milan 11:1 Mini 32:2 minor 28:11,12 29:16,22 30:12 minute 16:5 28:20 31:13 minutes 31:14 misconduct 24:2 24:7 MLE 2:8 month 9:17 months 14:12 15:5 morning 4:21 move 10:13 18:24 22:8 29:5 MUNICIPAL... 1:9
J J.D 6:20 January 22:21	K keeping 11:20 Kevin 11:1 KEY 2:3 kind 15:3 19:22 23:16 24:10,14 27:6 know 6:25 7:8 7:22,24 9:11 9:17 11:8 13:3 13:12,21 14:5 14:5,13 15:1 15:14 16:6,22 16:23,24 17:1 17:19 19:9,15 20:6 21:6 22:18,18,24 23:1,3,4,9,22 24:6,14,18 29:14,14,16,17 31:3,5 known 5:1 7:6 knows 24:6	L L 2:8,19	M marked 11:2 15:22 marking 15:20 matter 4:12 8:22 9:19 13:4 17:5 matters 8:10,25 18:2 mean 5:16 8:24 9:14 16:12 17:19 18:12 19:15 21:5 23:7,16,23 24:13 27:8 29:2 30:15 means 19:9 26:3 meant 5:13 mediation 18:14 18:15 20:11 meet 15:7 meeting 12:15 12:19,22,24 13:7,10,15,21 16:3 17:16,18 17:20,21,22,24 18:6,11,24 19:4,16,19,20 20:9 21:10,11 21:16,24 22:5 30:20 MELKINS@... 2:10 members 8:17 8:19 9:6 memory 12:23 met 19:15,21 20:1 Miami 1:4,8 2:4 4:8 6:9 8:13,16 9:3 10:15 35:3	N N 2:19 3:1 4:1 name 10:3 35:4 names 4:4 necessary 15:2 35:17 need 16:6 needed 8:17 negotiate 29:3 negotiating 11:6 11:22,25 negotiation 11:13 29:4,6 negotiations 11:9 14:4 never 5:18 23:24 Nicholas 9:21 normal 11:24 NORTHEAST

Eugene Gibbons, Esq.

Page 41

2:9 Notary 1:16 33:4,11 notes 31:16 34:7 notify 14:18 Nova 6:21 November 12:15 12:15 16:3 17:15,18 18:23 19:4 22:5 number 3:8,9 5:6 6:19 8:15 10:16,18,20 11:2 15:22	25:4,5 oh 5:10 24:3 29:13 32:3 okay 4:3,24 5:10 5:15 6:2,4 7:5 7:22 10:12,13 10:14,24 11:16 12:3,10,13 13:14 14:2,7 15:20 16:9,14 17:2,9,9,24 18:23 19:8,11 20:23 21:1,23 22:8 23:5 25:22,24 27:2 27:15,20 30:18 30:20 31:21 32:5,7 OLAS 2:15 once 8:2 36:11 open 22:11 Operating 26:15 28:4 opinion 18:1 29:24 opinions 27:13 29:25 opportunity 9:9 9:15 opposing 5:2 Order 6:18 7:3 7:15 8:12,15 ordering 32:2 36:11,11 ordinance 28:18 original 36:10 outside 26:4,5 overall 24:11	pages 34:6 PALM 34:3 Pancier 3:10 12:17 13:3,20 16:1 17:13,14 18:12,17 20:6 paragraph 25:24 27:23,24 28:5,7 part 6:14,14 8:6 8:6 22:8,22 parties 2:22 16:16 28:8,11 34:8 36:11 parties' 34:9 party 18:5 36:11 patrol 6:9 paycheck 22:16 penalties 35:18 pending 13:16 people 5:23 percent 5:24,25 17:23 Perfect 6:3 25:22 period 9:7 16:11 24:8 25:25 perjury 35:18 personally 33:5 personnel 26:16 26:19,22 28:4 place 1:15 18:4 plaintiff 1:7 2:5 4:5 please 4:3 36:6 PLLC 2:2 point 7:8,25 17:7,24 19:11 21:16 police 5:8 6:5,7 6:10,13,18 7:3 7:4,16 8:12,15 9:1,3 14:11,17 21:12 24:21,22 25:4,5 26:14	26:18,21 27:2 28:3 29:19,20 policies 26:15,19 26:22 28:4 policy 28:11,12 30:12 portion 21:3 28:1 position 22:3 possible 23:5 Possibly 30:17 potential 21:24 22:16 practice 6:22 7:1 practicing 6:21 preamble 5:5 prefer 4:23 preference 4:21 present 2:13 14:22 President 6:15 6:16 11:1 presume 5:6 pretty 22:11 prevail 26:23 Prieto 19:13 primarily 6:24 primary 7:1 prior 12:13 25:9 26:2,7 31:1 private 24:18 privilege 7:11 privileged 7:13 7:19 probably 5:24 procedural 25:18 28:11 30:12 procedure 28:19 36:20,20 procedures 25:8 26:16,19,22 28:4 proceed 4:16 process 5:15,20	24:23 25:8,18 28:17,19 prompt 15:5 property 25:6 proposed 14:19 protect 29:8 protected 18:6 provided 8:21 provides 8:19 provision 14:14 provisions 25:14 public 1:16 24:21 33:4,11 purpose 12:21 12:23 13:7,21 16:14 18:7 purposes 16:4 21:14 pursuant 28:16 put 14:14 22:13
O O 2:19 4:1 O-301 2:3 OATH 33:1 object 17:7 21:16 27:11,12 29:23 objection 13:22 16:20 21:17 objections 31:11 objective 22:15 observed 5:13 obtain 18:2 obtained 6:20 obviously 4:22 4:25 5:4 13:18 15:12 24:20 29:3 occurred 24:2 office 36:6 officer 5:8 6:5,7 6:11,14 14:11 14:18,22 15:1 15:8,13,17 17:24 21:12 24:3,22 25:12 29:19,20 Officer's 14:15 officers 7:3 8:7 14:20 24:22	P P 2:19 4:1 P.A 2:14 page 3:2,7 11:17 PAGE/LINE 35:6			Q question 6:1 7:10,17 22:11 23:17 24:12 31:3,4,6,12 questioned 21:4 questions 5:24 5:25 7:5 9:14 18:23 19:3,14 20:24 22:6 31:24
				R R 4:1 35:1,1 raise 21:17 reach 16:17 17:12 read 16:6 27:21 27:23,24 28:24 31:23 32:1 35:18 36:6 reading 2:23 16:12 24:24 36:17 really 5:8 16:4

Eugene Gibbons, Esq.

Page 42

reason 15:14 23:23 35:6 reasonable 36:9 recall 13:7 17:18 19:7,8 receipt 36:8 receive 14:19 received 36:11 receiving 22:16 Recess 31:19 recollection 14:9 16:10 record 4:4 31:15 31:18 34:7 recourse 28:15 reference 26:18 referenced 28:5 28:7 referring 9:7 10:19 20:18,23 24:19 refrain 26:14 refresh 14:8 16:10 regard 22:18 36:9 regarding 7:6 regards 9:19 22:12 regulations 26:15 relate 19:3 20:24 related 8:25 relation 9:12 14:11 relationship 8:11 relative 34:8,9 remember 9:25 10:20 12:19,21 14:2,6 17:22 21:3,5,6 26:8 28:22 remind 5:21 REMOTE 1:15	rep 6:15 repeated 28:12 rephrase 27:15 report 34:5 REPORTED 1:16 reporter 1:16 4:3,11,16 5:22 31:18,23 32:5 32:7 34:5,15 36:15 REPORTER'S 34:1 represent 4:4 8:7,15 9:6,9,18 9:18 11:5,13 11:22,25 16:2 representation 7:10 8:23 10:4 10:19 21:7 26:24 representative 13:4 representatives 12:16 18:13 represented 6:17 7:25 8:2,4 8:9 representing 7:3 8:17 10:21 13:2,6 reps 9:6 requested 34:6 required 30:24 30:24 requirement 28:1,3 reserve 31:25,25 reserved 2:24 Resignation 22:22 23:18 28:6,10,14 30:24 31:1 resolution 12:25 13:8 16:17	17:12 18:7 20:21 22:19 resolve 18:2 20:12 21:24 respective 2:22 respond 16:15 rest 27:21 result 28:5,13 retirement 6:12 reveal 7:12 revealing 7:19 review 12:10 27:6,7,18 28:16,17 34:6 36:7,8 right 5:4 10:2,5 15:12 16:10,13 19:17,18 20:5 20:14 22:24 23:11,14 24:15 29:6 32:1 rights 14:15 21:12 22:4 25:18 Rob 7:12 8:19 Robert 2:14 4:9 31:24 role 9:1 roll 29:13 room 17:21 18:11 19:15,16 19:21,23 20:2 20:6,20,24 21:2 roughly 6:10 rule 5:21 14:3,10 14:14 36:20,21 rules 5:17 18:15 20:11 26:15,16 26:19,22 28:4 36:9 <hr/> S <hr/> S 2:19,19 3:6 4:1 35:1	safe 11:21 sake 24:17 Salabarría 4:6 7:6,22 10:3,16 25:25 26:3,13 27:6 sat 5:12,16 saw 23:3 saying 17:22 says 14:17 25:24 26:13,25 27:2 27:19 scheduled 26:1,7 scheduling 16:2 scroll 10:17,24 11:17 25:24 27:21 second 10:6,19 secret 13:14 section 19:5 sector 24:18,21 see 10:7,12,15 10:24 11:11,16 11:17 24:7 29:1 seek 14:20 seeking 14:23 sense 5:19 separate 20:20 separated 22:23 separation 17:17 22:9,10 23:2 30:7,11,13 series 15:25 services 8:16 session 19:3 set 26:20 settle 13:10,13 13:19,19 settlement 3:8 10:14,22,25 11:6 12:4,7,13 14:3 17:10,22 18:2,14 19:17 19:22 20:9	21:14,22,22 30:22 share 7:2 sharing 10:7 20:10 shift 26:7 shifts 26:1 short-circuit 5:4 show 10:5 14:7,8 15:20 showed 17:9 24:3 side 35:17 sign 36:6,6 signed 10:25 11:18 33:8 signing 2:23 36:17 sir 11:12 sit 5:11 15:4 sitting 15:1 six 15:5 skip 5:17 Smith 2:2 19:13 sole 18:6 solely 19:3 somebody 23:4 23:5 soon-to-be 9:23 sorry 11:20 21:2 Sort 13:10 sounds 16:13 Southeastern 6:21 SOUTHERN 1:3 speaking 14:13 25:3,12 speaks 27:14 specific 14:23 26:10 specifically 16:23 18:3 25:17 specifics 11:8
---	---	--	--	---

Eugene Gibbons, Esq.

Page 43

speculate 30:16	35:1,1	34:15 36:15	undertaking	29:15,24
speculative	tailor 24:5	today 5:25 24:4	25:9	wanted 18:3,17
30:15	take 5:23 16:5	toll 14:3 15:15	undertook 10:4	30:23 31:17
speech 18:9,9,10	28:20 31:15	15:17	unemployed	wasn't 13:1
20:8	taken 5:12,13	tolled 16:11	22:15	29:11,17
speed 15:3	22:3 31:19	tolling 16:14	Union 6:15,15	way 30:5,10,14
spoke 16:23 20:5	36:5	top 9:11 10:16	6:15 7:4 9:6,18	we'll 31:25,25
spoken 16:24,25	talk 17:15 24:16	total 6:13	10:25 11:5,18	we're 24:4
Standard 26:15	talked 7:9	totally 30:16	11:22 16:24	week 29:12
28:4	talking 5:23	transcribed 36:6	17:4,11 27:6	went 19:16,22
standpoint 29:8	19:1,19	transcript 34:6	28:15 29:24	whimsical 24:5
start 20:20 31:4	tell 16:1 17:3	34:6 35:2 36:5	unit 6:18	willing 29:5
started 6:7,21	26:5	36:7,8,10,12	UNITED 1:2	withdraw 31:5
starting 29:25	telling 29:19	36:18	University 6:8	31:12
state 1:16 4:3	tells 29:20	transferred 6:9	6:21	witness 2:17 3:2
25:3 27:17	tend 25:18	trigger 28:9	untold 5:6	4:15 5:18
28:17 33:2,4	terminate 23:23	triggering 28:13	unusual 28:24	13:23
33:11 34:2	terminated	true 34:7 35:18	use 18:19 35:17	word 18:9
stated 35:18	22:15 29:16	truly 36:13	usually 24:1,1,5	work 24:4
statement 17:19	termination	truth 4:13,13,13	uttered 18:19	worked 5:1
17:19	22:14	try 13:7 18:1		working 6:14
statements 4:12	terms 6:16,17	22:17 24:1,5	V	wrap 14:21
STATES 1:2	20:21 23:25	29:3,8	V 35:3 36:3	WRITE 35:2
statute 28:17	25:21 26:3	trying 9:13 18:7	various 12:16	wrong 13:15
36:9	TERRACE 2:9	19:20	view 21:10	18:9
stenographic	testified 4:18	two 5:23 6:16	violate 28:3	
34:7	Thank 11:9	12:25	violated 22:4	X
stipulated 2:21	thing 26:10	two-year 6:17	violating 26:14	X 3:1,6
stipulations	things 12:25	type 24:23 25:9	violation 28:12	
26:20	think 4:25 9:23	30:6,25	30:12	Y
stuff 5:14 6:25	12:25 14:8	types 28:25	violations 28:8	yeah 5:15,15 7:2
subject 15:10	18:24 20:5		28:11	9:25 11:1,1
27:5,7,18	23:3,17 27:12	U	voluntarily 12:3	13:12,12,18
submitted 23:18	27:14 29:23	U 2:19	VS 1:7	16:9,9,13
suggested 36:8	tied 24:1	ultimately 17:9		24:25 26:9
SUITE 2:3	Tim 6:1 32:2	17:11	W	27:23 28:22
supervisor 29:20	Tim's 24:17	unavailable	wait 5:25	30:17 31:4,10
sure 5:3 7:12 8:3	time 1:14 5:1,11	15:13	waive 15:10	years 6:13,16
10:9 18:3,17	5:23 6:1 9:7	uncertainties	25:18 31:23	
30:16 31:16	15:5 16:15	22:17	36:6,17	Z
swear 4:11	24:8	understand 7:20	waiver 25:13	Zoom 1:15 33:6
sworn 4:18 33:7	timeline 9:16	22:2,6,7 28:15	36:16	
	timing 9:25	understanding	walk 24:25	0
T	Timofey 1:16	21:7 28:8	want 7:8 8:3	1
T 2:19,19 3:6	33:4,10 34:5	Understood 9:7	11:8 17:15	1 3:8 11:2
			24:7 28:20	

Eugene Gibbons, Esq.

Page 44

1-32 34:6	4 3:4 36:1			
1.310(e) 36:21	4th 34:11			
1:22-cv-21004...				
1:5 35:3	5			
11 3:8	5 27:23 33:12			
112 17:25 21:12	501 2:15			
21:17,21 22:4	520 2:3			
112.532 14:16	530-5748 2:16			
1212 2:9				
15 3:9	6			
16 6:13	688-2335 2:4			
16TH 2:9				
18 1:13 35:4	7			
180 14:18 15:5,7	7 6:19			
15:9,15,17	786 2:4			
16:14				
180-day 14:3,10	8			
14:14 16:11	8 8:12,15 10:16			
18th 33:6,8	9			
1996 6:10	9 28:7			
	9:00 1:14			
2	9:41 1:14 32:8			
2 3:9 15:21,22	954 2:16			
15:25 25:24	954)401-2608			
2004 6:23	2:10			
2009 6:11,11	954)523-5326			
2020 9:8 12:15	36:6			
19:4	98 5:24			
2020-010 10:20				
2021 22:21				
2024 1:13 33:6,8				
34:11 35:4				
36:1				
2026 33:12				
284028 33:12				
3				
3 2:15 28:5				
30 36:8				
30(e)Florida				
36:20				
33131-2433 2:4				
33301-2881 2:15				
33304 2:9				
4				

SETTLEMENT AGREEMENT

The SETTLEMENT AGREEMENT ("Agreement") is entered into, by, and between the CITY OF MIAMI BEACH, its elected and appointed officials, its employees, and its insurers, attorneys, or agents of any kind (collectively, the "City"); JESSICA SALABARRIA ("Salabarria") and the FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 ("FOP") (all collectively, the "Parties").

WHEREAS, Salabarria is employed by the City in its Police Department; and

WHEREAS, the FOP is the exclusive bargaining representative for a bargaining unit of City police employees, including Salabarria; and

WHEREAS, Salabarria is the subject of an on-going Internal Affairs investigation, I.A. Case No. 2020-010 ("the Investigation"); and

WHEREAS, Salabarria has filed an EEOC Charge, EEOC Charge No. 510-2020-04794 ("EEOC Charge"); and

WHEREAS, the Investigation and EEOC charge are all pending and constitute all the charges, investigations and grievances by or on behalf of Salabarria that have been or may be filed as of the Effective Date of this Agreement that have not otherwise been resolved or otherwise achieved finality; and

WHEREAS, the Parties, wish to avoid the burdens of further investigation, litigation and to resolve the disputes between them.

NOW, THEREFORE, intending to be legally bound but without setting precedent, do hereby agree as follows:

1. Recitals. The Parties acknowledge and agree that the Recitals above are true to the best of their knowledge and belief and incorporate them as if fully set forth here and that the Recitals are a material inducement for the Parties to enter into this Agreement.

2. EEOC Charge Withdrawn With Prejudice and Discipline. Salabarria and the FOP agree that, by executing this Agreement, they will simultaneously withdraw the Charge with prejudice by executing the attached Notice of Withdrawal with Prejudice and immediately filing same with the EEOC. Additionally, as discipline for the matters that are the subject of the Investigation, Salabarria agrees to accept the following:

- a. A One Hundred and Sixty (160) hour suspension,
- b. Payback of Eighty-Six (86) total hours, of which Forty-Four (44) Hours is regular time and Twenty-Four (24) hour is overtime. The regular rate is Forty-Four Dollars and 14/100 (\$44.14) for a total of One Thousand Nine Hundred Forty-Two Dollars and 00/100 (\$1,942.16) of regular time. The overtime hourly rate is Sixty-Six Dollars and 21/100 (\$66.21), for a total amount of One



Thousand Five Hundred Eighty-Nine Dollars and 04/100 (\$1,589.04). **Accordingly, the Total Amount due to the City is Three Thousand Five Hundred Thirty-One Dollars and 20/100 (\$3,531.20) ("the Total Amount").** Salabarria can pay the Total Amount via a cashier's check made payable to the City of Miami Beach on or before January 4, 2021. If the City does not receive full payment on or before 5:00 p.m. on January 4, 2021, then the City is authorized to deduct the remaining amounts due from Salabarria's vacation leave bank.

- c. Salabarria will execute the attached Last Chance Agreement, which contains additional provisions. The Last Chance Agreement is incorporated by reference into this Agreement.
- d. Permanent deletion, from all platforms (platforms includes but is not limited to: Apple Podcasts, Stitcher, Spotify, Spotify Podcasts, Google Play Music, Google Podcasts, iHeart Radio, and any other social media and/or electronic platform) the podcast titled: "Cafecitos y Chisme with Nick & Jess."
- e. Salabarria will immediately have a meeting with the Chief of Police wherein she will address the claims made in the Charge, including but not limited to identifying the names of all persons who allegedly engaged in the conduct addressed in the Charge. The refusal to name the persons who have allegedly engaged in the conduct in the Charge shall be grounds for immediate termination, as discussed in the attached Last Chance Agreement. Salabarria shall be entitled to have a Union Representative with her during this meeting.

f. Release Of Claims, Covenant Not To Sue. Salabarria hereby releases and waives any and all claims of any kind whatsoever against the City that she had, has or may have from the beginning of the world through the date of this Agreement. The claims released include, but are not limited to, any and all claims arising under any federal, state, local or foreign statute or regulation, including, without limitation, those relating to any and all unfair or discriminatory employment practices (for example, employment discrimination based on race, national origin, sex, religion, age, disability or handicap, and harassment of any kind) under the federal Civil Rights Acts of 1866, 1871, 1964 and 1991 (including Title VII), the federal Age Discrimination in Employment Act ("ADEA"), including the Older Workers Benefits Protection Act, the Florida Civil Rights Act, the federal Americans With Disabilities Act, the federal Employee Retirement Income Security Act of 1974, the Internal Revenue Code of 1986, the federal Fair Labor Standards Act of 1938, the Florida Wage Discrimination Law, the Florida Wage and Hour laws, Florida and federal statutes regarding "whistleblower" activities, the federal Family and Medical Leave Act of 1993, the federal Rehabilitation Act of 1973, the Consolidated Omnibus Budget Reconciliation Act of 1985 (known as "COBRA"), the Federal Fair Credit Reporting Act, any other federal and state employment-related statutes and regulations, and any other employment-related local ordinance up to the date of this Agreement. The claims released also include any claims under the United States Constitution, including but not limited to claims arising under the First Amendment or any other claims whatsoever.

The disputes released by Salabarria also include any and all disputes she had, has or may believe to have against the City in contract or at common law, including, but not limited to: breach of oral, written and/or implied contract, breach of an implied covenant of good faith and fair dealing, wrongful discharge under any theory (including for lack of good cause) in violation of public policy and constructive discharge, intentional and/or negligent infliction of emotional distress, negligent retention and/or supervision, assault, battery, negligence, misrepresentation or fraud of any kind, duress, unfair dealing, breach of fiduciary or other duty, invasion of privacy, defamation, and interference with contract and/or prospective economic advantage up to the date of this Agreement.

Salabarria further covenants and agrees that she will not file a lawsuit or claim of any kind asserting the claims released herein. Salabarria understands that this Agreement does not prohibit participating in an investigation or the filing of a charge with the EEOC or like administrative agency, but she does understand and agree that, not only is she releasing the stated claims, but also is releasing the right to any monetary damages or any relief of any kind from those claims, whether brought by her or on her behalf. Salabarria hereby represents that she has not assigned to any person or entity any rights to the claims released herein.

g. Effect; Precedent. The Parties agree that Salabarria remains subject to all applicable rules, policies, orders, procedures or regulations of whatever kind, except as may be expressly otherwise provided herein. The Parties agree that the facts underlying this Agreement are unique and that this Agreement does not establish precedent of any kind whatsoever and may not be used in any manner whatsoever in any proceeding, including but not limited to any labor proceeding of any kind, with the exception of any labor proceeding involving Salabarria. The parties further agree that Salabarria's prior settlement agreement may also be used in any labor proceeding involving Salabarria.

h. Consideration. The consideration for this Agreement is the City's early conclusion of the Investigation. The parties acknowledge that the City could continue the Investigation. The parties further acknowledge that continuing the Investigation would likely be detrimental to Salabarria. Therefore, the City is giving up its right to continue the Investigation in exchange for Salabarria's agreement to the provisions and terms of this Agreement. The mutual promises, releases, and forbearances recited herein, the adequacy of which is hereby affirmed by the Parties.

i. Miscellaneous. This Agreement (which includes the exhibits attached hereto that are incorporated by reference), is the entire agreement between the Parties on its subject matter and supersedes any other agreement or understanding whatsoever, whether written or oral. The Parties have entered into this Agreement solely on the basis of the language, representations, and understandings expressed in this Agreement and not on the basis of any other representation or understanding whatsoever. This Agreement shall be construed and applied according to its express language and not strictly against any Party, regardless of authorship. This Agreement shall be governed by and construed according to the laws of the State of Florida. Any dispute arising from this Agreement, its application, or its breach shall be heard by a judge and not a jury. The Parties agree that venue shall be proper in Miami-Dade County, Florida, and agree that they shall not challenge such venue, regardless of convenience. If any provision or part thereof of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain valid and enforceable, provided, however, that if Paragraph 3, "Release,"

is found invalid or unenforceable, the entire Agreement shall fail and be null and void and shall be treated as if it were never made. The prevailing party in any action of or relating to this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

IN WITNESS WHEREOF, having read and fully understood this Agreement in its entirety, having duly considered the same, and intending to enjoy the benefits and undertake the obligations established herein, the Parties do hereby enter into and execute this Agreement as set forth below.

CITY OF MIAMI BEACH

DocuSigned by:
Paul J. Aguila
By 2B3D6240F92B45D...
City Manager

12/23/2020 | 1:34 EST
DATE

JESSICA SALABARRIA


JESSICA SALABARRIA


12/18/2020
DATE

**FRATERNAL ORDER OF
POLICE, LODGE 8**

By 
KEVIN MILLAN
President

12/18/2020
DATE

CHIEF OF POLICE


RICK CLEMENTS
Chief of Police

LAST CHANCE AGREEMENT

THIS LAST CHANCE AGREEMENT is entered into between the CITY OF MIAMI BEACH, FLORIDA (hereinafter, the “City”), FRATERNAL ORDER OF POLICE, (hereinafter, “the Union”) and JESSICA SALABARRIA (hereinafter, “SALABARRIA” or “Employee”).

WHEREAS, SALABARRIA is employed by the City as a Police Officer in the City’s Police Department.

WHEREAS, SALABARRIA is subject to the terms and conditions of employment contained in the Collective Bargaining Agreement between the Union and the City effective October 1, 2018 through September 30, 2021;

WHEREAS, SALABARRIA is the subject of an Internal Affairs (“IA”) Investigation, IA Case Number 2020-010, which arose from SALABARRIA’s involvement in not being on-duty when she was supposed to be, and from SALABARRIA’s claims of being on-duty in the City when she was actually outside the City;

WHEREAS, the City wishes to continue to employ Employee, Employee wishes to continue to be employed by the City, and the FOP desires for Employee to continue to be employed under the terms and conditions described herein; and

WHEREAS, the Employee admits that she committed misconduct in association with IA Case Number 2020-010 and was in violation of numerous City and Police Department policies and the City Personnel Rules for the Classified Service; and

WHEREAS, the purposes of this Agreement, with which all the Parties concur, include: to protect and preserve the integrity of the Police Department and all its officers and to give Employee the opportunity to further and support that purpose; and to give Employee the



CITY


UNION
JESSICA

opportunity to rehabilitate herself personally and as a police sergeant for the City and this Department; and to give Employee an opportunity to preserve her career.

NOW, THEREFORE, without establishing precedent for any purpose and intending to be bound, the Parties agree as follows:

1. All of the above statements are true and correct to the best of the Parties' belief and knowledge and for a five (5) year period beginning with the execution of this Agreement by all parties, SALABARRIA will be subject to the provisions of this Agreement.

2. During this period, SALABARRIA must be on-duty and in the City limits during all of her scheduled shifts unless given prior authorization. For the avoidance of confusion, this means that, during the terms of this Agreement, SALABARRIA shall not be outside the City limits when she is on-duty, shall not tell the City she's on-duty when she is outside the City's limits, and shall not leave before the end of her scheduled shift, unless given prior authorization.

3. Additionally, SALABARRIA shall refrain from violating any City or Police Department policies, rules or regulations; Standard Operating Procedures ("SOPs") or Personnel Rules, all of which (including any amendments or additions) are incorporated herein by reference. In any instance during which City or Police Department policies, procedures or Personnel Rules differ from or conflict with the stipulations set forth in the applicable collective bargaining agreement, the City or Police Department policies, procedures or Personnel Rules shall prevail.

4. The Chief of Police shall exclusively assess and determine Employee's compliance with this Agreement. The Chief's decision as to compliance with this Agreement shall not be subject to any grievance and/or review of any kind by SALABARRIA and/or the Union and is not subject to explanation or review.


CITY

Page 2 of 7


UNION


JESSICA

City 001241

5. Failure to comply with any portion or requirement of this Agreement (including but not limited to the requirement not to violate any City or Police Department policies, Standard Operating Procedures (“SOPs”) or Personnel Rules, as referenced in paragraph 3 above) may result in the immediate implementation of the attached letter of resignation as referenced in paragraph 9 below. It is the intent and understanding of the parties that the violations contemplated to trigger the implementation of the attached letter of resignation shall not be for individual, discreet minor policy and procedural violations. The parties agree that repeated violation of the same, discreet minor policy may result in an event triggering the implementation of the attached letter of resignation. In that event, the Employee and the Union understand and agree there will be no recourse or review available pursuant to any grievance, appeal or review process under any federal, state or local statute, ordinance, collective bargaining agreement, or in any other forum or under any other process or procedure.

6. SALABARRIA shall serve a four-week (160 hour) suspension without pay and waive any and all rights to grieve or appeal that suspension. Employee shall also be subject to the additional provisions of the Settlement Agreement to which this Agreement is attached and is made part of via incorporation by reference.

7. Further, for the same five (5) year period described above, the Chief of Police shall have full discretion regarding Employee’s assignments, including, without limitation, duties, supervisor and chain of command. Employee shall have the ability to bid for shift and days off, if the employee is reassigned her duty hours and days off shall remain the same.

8. For a period of one (1) year from the date of execution of this Agreement, Employee is not eligible for any promotional opportunities.


CITY

Page 3 of 7


UNION


JESSICA

City 001242

9. Employee shall sign an irrevocable letter of resignation which shall take effect immediately upon her violation of this Agreement or any part of it at any time during the term of this Last Chance Agreement. .

10. Employee shall attend and cooperate with any training required by the Chief of Police.

11. If during the above-referenced five (5) year period, SALABARRIA violates any provisions of this agreement or any City or Police Department policies, Standard Operating Procedures ("SOPs") or Personnel Rules and/or regulations as previously referenced in paragraph #4 , her resignation shall be effective , without the right to grieve or otherwise contest, in any manner, her separation. .

12. In the event that SALABARRIA is separated pursuant to the terms and conditions of this Last Chance Agreement, she and the Union understand that her separation is not subject to appeal pursuant to the contractual grievance/arbitration procedure, or otherwise. In other words, SALABARRIA agrees that should she be separated pursuant to the terms of this agreement that she waives her right to utilize the contractual grievance and arbitration procedure and she further waives the right to challenge or appeal her separation pursuant to any administrative or statutory avenue that may exist.

13. The City retains the right to rely upon the facts and circumstances of the events from which this Last Chance Agreement arose in any future proceeding in the event the Employee successfully meets the terms and conditions referred to in this Agreement but thereafter has deficiencies in conduct or performance, and such deficiencies shall be sufficient to warrant discipline, including dismissal.



CITY

Page 4 of 7



UNION



JESSICA

City 001243

14. It is understood and agreed by all parties hereto that this Last Chance Agreement is executed based on the particular circumstances of this case and does not establish precedent for the resolution of other cases.

15. SALABARRIA acknowledges that she could be terminated from her employment from the City as a result of her conduct as referenced above and that remaining employed by the City is adequate consideration for entering into this Last Chance Agreement, serving the suspension without pay and waiving the rights described herein and in the Settlement Agreement.

16. SALABARRIA being of lawful age, for and in consideration of the above-action agreed to by the City, and other valuable consideration received from or on behalf of the City, receipt whereof is hereby acknowledged, does hereby release, acquit, satisfy and forever discharge the City, as well as each and everyone of the City's former and current officers, agents, attorneys, employees and officials -- in both their official and individual capacities -- and their successors and assigns, from any and all claims, cause and causes of action, grievances, unfair labor practice charges, lawsuits, claims of employment discrimination (including, but not limited to claims under the Americans With Disabilities Act), and any and all other claims and demands whatsoever, in law or in equity, tort or contract, which SALABARRIA has or may have against the above-named individuals in both their individual and official capacities, from the beginning of the world until today, including, but not limited to, all matters concerning or arising out of her employment with the CITY, her discipline stemming from the incidents described in this Last Chance Agreement and the execution of this Last Chance Agreement.

17. It is understood and agreed that this Last Chance Agreement does not constitute an admission by the City or SALABARRIA of any violation of the collective bargaining


CITY


UNION


JESSICA

agreement. This Last Chance Agreement is being entered into by the parties solely for the purpose of avoiding the expense and inconvenience of further administrative proceedings.

18. SALABARRIA has received and reviewed this Last Chance Agreement prior to executing it and she agrees to be bound by its terms and conditions.

19. Prior to signing this Last Chance Agreement, SALABARRIA had the opportunity, and did, in fact, consult with her attorney and/or with the Union.

20. This Last Chance Agreement, and the Settlement Agreement which is attached constitutes the entire understanding and agreement of the parties hereto, and can be modified, amended or revoked only by express written consent of all parties.

21. This Last Chance Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and where applicable, federal laws. The language of this Last Chance Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party.

22. In the event that any party to this Last Chance Agreement institutes legal proceedings regarding the terms of this Last Chance Agreement, it is stipulated and agreed that such a claim shall be heard and determined by the court, and not by a jury, in Miami-Dade County, Florida. **SALABARRIA AGREES AND UNDERSTANDS THAT SHE IS WAIVING THE RIGHT TO A JURY TRIAL, IF ONE EXISTS, AS TO ANY CLAIM REGARDING THE TERMS OF THIS AGREEMENT.**

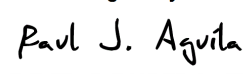

CITY


UNION


JESSICA
City 001245

This Agreement is dated the ____ day of December 2020, in Miami-Dade County, Florida.


JESSICA SALABARRIA

DocuSigned by:

2B3D6240F92B45D...
CITY MANAGER
CITY OF MIAMI BEACH

Date: 12/18/2020

Date: 12/23/2020 | 1:34 EST

FRATERNAL ORDER OF POLICE

 President
Signature & Title

Kevin Millan President
Print Name & Title

12/18/2020
Date


CHIEF OF POLICE

12/18/2020
Date

Thursday, April 11, 2024 at 21:53:11 Eastern Daylight Time

Subject: Sallabarria - Tolling Period for IA Investigation
Date: Wednesday, September 23, 2020 at 11:21:09 PM Eastern Daylight Time
From: Michael Elkins
To: Eugene Gibbons, Michael Pancier



Gene/Michael,

This email confirms that today I spoke to Gene about tolling the 180 day period for Sergeant Sallabarria's pending IA investigation and the FOP has no objection.

This email further confirms that yesterday I spoke with Michael Pancier and he represented that Sergeant Sallabarria agreed to toll the 180 day period.

Accordingly, the 180 day period is tolled as of the date of this email.

Michael and I further discussed Sergeant Sallabarria's agreement to an extension of time for the City to respond to the pending EEOC Charge.

This tolling and extension are pursuant to the parties' agreement to engage in settlement discussions to possibly resolve the pending IA investigation and pending EEOC Charge.

I will touch base early next week to coordinate scheduling a meeting between the parties for purposes of discussing settlement.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue
Suite 500
Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing

or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:53:48 Eastern Daylight Time

Subject: Re: Jessica Sallabarría vs. City of Miami Beach Police Dept 510-2020-04794
Date: Tuesday, October 6, 2020 at 8:23:00 PM Eastern Daylight Time
From: Michael Elkins
To: SUSAN DIAZ
CC: Michael Pancier

Ms. Diaz,

I have copied Charging Party's counsel on this email. Charging Party and the City have entered into settlement discussions to resolve the matter pending before the EEOC as well as other matters relating to Charging Party's employment.

As part of an agreement to enter into those discussions, and due to the possibility that the discussions may take some time given the number of persons involved, Charging Party agreed to an unopposed extension of time of 60 days for the City to file its position statement. This will allow the parties sufficient time to work to resolve all matters, will save attorney's fees for the City in having to file a position statement, and will allow the City to devote its resources to working towards resolution of Charging Party's claim.

Please let me know if the EEOC is agreeable to this unopposed extension of time.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue

Suite 500

Fort Lauderdale, Florida 33301

United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

From: SUSAN DIAZ <SUSAN.DIAZ@EEOC.GOV>
Date: Tuesday, October 6, 2020 at 1:05 PM
To: Michael Elkins <melkins@mlelawfirm.com>
Subject: RE: Jessica Sallabarria vs. City of Miami Beach Police Dept 510-2020-04794

Dear Mr. Elkins:

Just a reminder that your response is due on or before 10/14/20. Please upload your response via portal system and send me a courtesy email once it has been uploaded.

Sincerely,
Susan Diaz
Federal Investigator
U. S. EEOC Miami District Office
100 SE 2nd Street, Suite 1500
Miami, FL 33131
☎ 786-648-5870
📠 305-808-1758
Email: susan.diaz@eeoc.gov


Warning: This email may contain Privacy Act Data/Sensitive Data which is intended only for the use of the individual to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable laws.

From: Michael Elkins <melkins@mlelawfirm.com>
Sent: Thursday, August 06, 2020 1:19 PM
To: SUSAN DIAZ <SUSAN.DIAZ@EEOC.GOV>
Subject: Re: Jessica Sallabarria vs. City of Miami Beach Police Dept 510-2020-04794

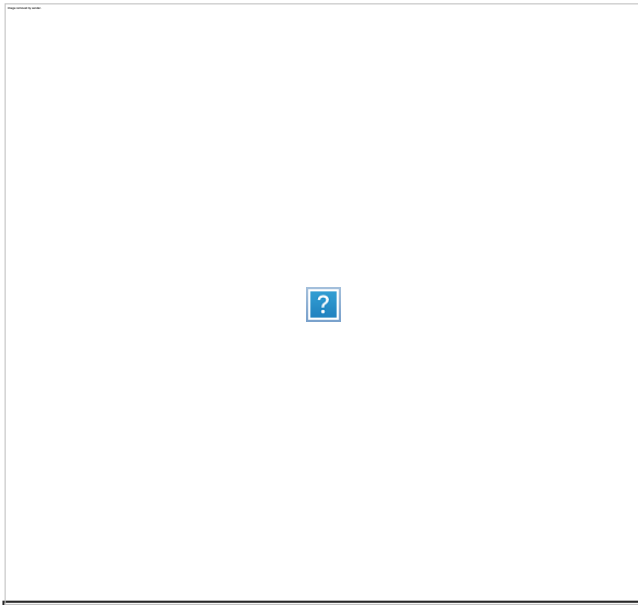
Thank you Ms. Diaz.

I appreciate the professional courtesy.

Kind regards,



Michael L. Elkins
Founder | Partner
MLE Law
A modern, 21st century law firm



m. +1 954 401 2608
e. melkins@mllelawfirm.com
w. mllelawfirm.com
s. 633 South Andrews Avenue
Suite 500
Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

From: SUSAN DIAZ <SUSAN.DIAZ@EEOC.GOV>
Date: Thursday, August 6, 2020 at 10:34 AM
To: Michael Elkins <MELKINS@mllelawfirm.com>
Subject: Re: Jessica Sallabarria vs. City of Miami Beach Police Dept 510-2020-04794

Dear Mr. Elkins:

I am the assigned investigator in the matter. I will grant you an extension to October 14, 2020 to submit your response.

Sincerely,
Susan Diaz
Federal Investigator
U. S. EEOC Miami District Office
100 SE 2nd Street, Suite 1500
Miami, FL 33131
☎ 786-648-5870
☎ 305-808-1758
Email: susan.diaz@eeoc.gov

Warning: This email may contain Privacy Act Data/Sensitive Data which is intended only for the use of the individual to which it is addressed. It may contain information that is privileged, confidential, or otherwise protected from disclosure under applicable laws.

Thursday, April 11, 2024 at 21:54:12 Eastern Daylight Time

Subject: Sallabarria Meeting
Date: Tuesday, October 6, 2020 at 8:24:41 PM Eastern Daylight Time
From: Michael Elkins
To: Michael Pancier, Eugene Gibbons

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue

Suite 500

Fort Lauderdale, Florida 33301

United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:54:32 Eastern Daylight Time

Subject: Re: Sallabarria Meeting

Date: Tuesday, October 6, 2020 at 11:49:45 PM Eastern Daylight Time

From: Michael Pancier

To: Michael Elkins, Eugene Gibbons

Last week in October and 1st week in November are good for me; 3rd week in November good

From: Michael Elkins <melkins@mlslawfirm.com>

Date: Tuesday, October 6, 2020 at 20:24

To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons <gibbons@bglaw-pa.com>

Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlslawfirm.com

w. mlslawfirm.com

s. 633 South Andrews Avenue
Suite 500
Fort Lauderdale, Florida 33301
United States of America



Thursday, April 11, 2024 at 21:55:02 Eastern Daylight Time

Subject: Re: Sallabarria Meeting

Date: Wednesday, October 7, 2020 at 7:31:41 AM Eastern Daylight Time

From: Eugene Gibbons

To: Michael Pancier

CC: Michael Elkins

Mike P's schedule works for me as well. Let's set asap as my schedule fills sporadically.

Thx,

Gene

On Tue, Oct 6, 2020, 23:49 Michael Pancier <mpancier@pancierlaw.com> wrote:

Last week in October and 1st week in November are good for me; 3rd week in November good

From: Michael Elkins <melkins@mlelawfirm.com>

Date: Tuesday, October 6, 2020 at 20:24

To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons <gibbons@bglaw-pa.com>

Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue
Suite 500
Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. **Read more**

Thursday, April 11, 2024 at 21:55:47 Eastern Daylight Time

Subject: Re: Sallabarria Meeting
Date: Friday, October 30, 2020 at 3:22:10 PM Eastern Daylight Time
From: Michael Pancier
To: Michael Elkins, Eugene Gibbons

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Tuesday, October 6, 2020 at 8:24 PM
To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins
Founder | Partner
MLE Law



A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue

Suite 500

Fort Lauderdale, Florida 33301

United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:56:06 Eastern Daylight Time

Subject: Re: Sallabarría Meeting
Date: Friday, October 30, 2020 at 3:52:16 PM Eastern Daylight Time
From: Michael Elkins
To: Michael Pancier
CC: Eugene Gibbons

Confirmed.

Location is the police department.

There's a parking garage near the station.

Sent from my iPhone

Michael L. Elkins | MLE LAW
[633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301](#) | [\(954\) 401-2608](#) (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 3:22 PM, Michael Pancier <mpancier@pancierlaw.com> wrote:

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlelawfirm.com>

Date: Tuesday, October 6, 2020 at 8:24 PM

To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons
<gibbons@bglaw-pa.com>

Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue

Suite 500

Fort Lauderdale, Florida 33301

United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:56:28 Eastern Daylight Time

Subject: Re: Sallabarria Meeting
Date: Friday, October 30, 2020 at 4:00:34 PM Eastern Daylight Time
From: Michael Pancier
To: Michael Elkins
CC: Eugene Gibbons

Mike

What is the city going to do with her time? i.e., time off or admin day? She is scheduled to work Monday 2pm to Midnight

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Friday, October 30, 2020 at 3:52 PM
To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Confirmed.

Location is the police department.

There's a parking garage near the station.

Sent from my iPhone

Michael L. Elkins | MLE LAW
[633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301](#) | [\(954\) 401-2608](tel:9544012608) (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 3:22 PM, Michael Pancier <mpancier@pancierlaw.com> wrote:

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlslawfirm.com>
Date: Tuesday, October 6, 2020 at 8:24 PM
To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlslawfirm.com

w. mlslawfirm.com

s. 633 South Andrews Avenue

Suite 500

Fort Lauderdale, Florida 33301

United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. **Read more**

Thursday, April 11, 2024 at 21:56:48 Eastern Daylight Time

Subject: Re: Sallabarria Meeting
Date: Friday, October 30, 2020 at 4:03:51 PM Eastern Daylight Time
From: Michael Elkins
To: Michael Pancier
CC: Eugene Gibbons

Our meeting is at 10:00 am, I'm not sure what you're asking.

Sent from my iPhone

Michael L. Elkins | MLE LAW
[633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301](#) | [\(954\) 401-2608](#) (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 4:00 PM, Michael Pancier <mpancier@pancierlaw.com> wrote:

Mike

What is the city going to do with her time? i.e., time off or admin day? She is scheduled to work Monday 2pm to Midnight

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Friday, October 30, 2020 at 3:52 PM
To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Confirmed.

Location is the police department.

There's a parking garage near the station.

Sent from my iPhone

Michael L. Elkins | MLE LAW

633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301 | (954) 401-2608 (C)

melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 3:22 PM, Michael Pancier
<mpancier@pancierlaw.com> wrote:

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlelawfirm.com>

Date: Tuesday, October 6, 2020 at 8:24 PM

To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons
<gibbons@bglaw-pa.com>

Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give

me Dec. dates just in case.

Thank you.

Kind regards,



Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlelawfirm.com

w. mlelawfirm.com

s. 633 South Andrews Avenue
Suite 500

Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:57:06 Eastern Daylight Time

Subject: Re: Sallabarria Meeting
Date: Friday, October 30, 2020 at 4:19:35 PM Eastern Daylight Time
From: Michael Pancier
To: Michael Elkins
CC: Eugene Gibbons

In the event that the meeting runs into the time she is scheduled to work.

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Friday, October 30, 2020 at 4:03 PM
To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Our meeting is at 10:00 am, I'm not sure what you're asking.

Sent from my iPhone

Michael L. Elkins | MLE LAW
[633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301](https://www.mlelawfirm.com) | [\(954\) 401-2608](tel:9544012608) (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 4:00 PM, Michael Pancier <mpancier@pancierlaw.com> wrote:

Mike

What is the city going to do with her time? i.e., time off or admin day? She is scheduled to work Monday 2pm to Midnight

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Friday, October 30, 2020 at 3:52 PM

To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Confirmed.

Location is the police department.

There's a parking garage near the station.

Sent from my iPhone

Michael L. Elkins | MLE LAW
633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301 | (954) 401-2608 (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 3:22 PM, Michael Pancier
<mpancier@pancierlaw.com> wrote:

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Tuesday, October 6, 2020 at 8:24 PM
To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons

<gibbons@bglaw-pa.com>

Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,



MLElawfirm.com

Michael L. Elkins

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue
Suite 500

Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)

Thursday, April 11, 2024 at 21:57:25 Eastern Daylight Time

Subject: Re: Sallabarria Meeting
Date: Friday, October 30, 2020 at 4:31:46 PM Eastern Daylight Time
From: Michael Elkins
To: Michael Pancier
CC: Eugene Gibbons

I don't see that happening.

Sent from my iPhone

Michael L. Elkins | MLE LAW
633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301 | (954) 401-2608 (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 4:19 PM, Michael Pancier <mpancier@pancierlaw.com> wrote:

In the event that the meeting runs into the time she is scheduled to work.

From: Michael Elkins <melkins@mlelawfirm.com>
Date: Friday, October 30, 2020 at 4:03 PM
To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Our meeting is at 10:00 am, I'm not sure what you're asking.

Sent from my iPhone

Michael L. Elkins | MLE LAW
633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301 | (954) 401-2608 (C)
melkins@mlelawfirm.com | www.mlelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 4:00 PM, Michael Pancier
<mpancier@pancierlaw.com> wrote:

Mike

What is the city going to do with her time? i.e., time off or admin day? She is scheduled to work Monday 2pm to Midnight

From: Michael Elkins <melkins@mllelawfirm.com>
Date: Friday, October 30, 2020 at 3:52 PM
To: Michael Pancier <mpancier@pancierlaw.com>
Cc: Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Re: Sallabarria Meeting

Confirmed.

Location is the police department.

There's a parking garage near the station.

Sent from my iPhone

Michael L. Elkins | MLE LAW
[633 S. Andrews Ave. Suite 500 | Fort Lauderdale, FL 33301](#) | [\(954\) 401-2608](tel:9544012608) (C)
melkins@mllelawfirm.com | www.mllelawfirm.com

NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

On Oct 30, 2020, at 3:22 PM, Michael Pancier
<mpancier@pancierlaw.com> wrote:

Michael

Confirming our meeting on Monday at 10:00am

Please confirm the location and the parking situation.

Thanks

Michael

From: Michael Elkins <melkins@mlslawfirm.com>
Date: Tuesday, October 6, 2020 at 8:24 PM
To: Michael Pancier <mpancier@pancierlaw.com>, Eugene Gibbons <gibbons@bglaw-pa.com>
Subject: Sallabarria Meeting

All,

I am looking to set the meeting for the Sallabarria settlement discussions. I thought it would be easiest to get your best dates and then I will work around those with the City.

My suggestion is you both give me dates for Oct., Nov. and Dec.

I have a packed Oct. and Nov., but I will try to make this happen then, but give me Dec. dates just in case.

Thank you.

Kind regards,

Michael L. Elkins



MLElawfirm.com

Founder | Partner

MLE Law

A modern, 21st century law firm

m. +1 954 401 2608

e. melkins@mlerlawfirm.com

w. mlerlawfirm.com

s. 633 South Andrews Avenue
Suite 500

Fort Lauderdale, Florida 33301
United States of America



This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. [Read more](#)